

S274625

**IN THE
SUPREME COURT OF CALIFORNIA**

EVERARDO RODRIGUEZ et al.,
Plaintiffs and Appellants,

v.

FCA US, LLC,
Defendant and Respondent.

AFTER A PUBLISHED DECISION BY THE COURT OF APPEAL,
FOURTH APPELLATE DISTRICT, DIVISION TWO • CASE No. E073766
RIVERSIDE COUNTY SUPERIOR COURT • JACKSON LUCKY, JUDGE • CASE No. RIC1807727

**SECOND SUPPLEMENTAL MOTION FOR JUDICIAL NOTICE;
MEMORANDUM OF POINTS AND AUTHORITIES;
DECLARATION OF SHANE H. MCKENZIE**

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ATTORNEYS FOR DEFENDANT AND RESPONDENT
FCA US, LLC

SECOND SUPPLEMENTAL MOTION FOR JUDICIAL NOTICE

Pursuant to Evidence Code sections 452, 453, and 459, and rule 8.252(a) of the California Rules of Court, FCA US, LLC requests that this Court take judicial notice of the complaint in *Bryan Zambrano v. Nissan North America, Inc.* (Case no. 23NWCV02196) (*Zambrano*), filed on July 17, 2023 and *Andrea Marie Birkle v. Nissan North America, Inc.* (Case no. 24STCV19047) (*Birkle*) filed on July 31, 2024). These complaints, attached to this motion as exhibits A and B, are relevant to show that, since opinions issued in *Niedermeier v. FCA US LLC* (2024) 15 Cal.5th 792 and *Stiles v. Kia Motors America, Inc.* (2024) 101 Cal.App.5th 913, review granted July 24, 2024, S285433, buyers of used cars are seeking manufacturer repurchase of the same vehicle already subject to pending Song-Beverly Consumer Warranty Act lawsuits filed by the vehicle's original buyers.

These documents were not presented to or relied on by the trial court.

This request is being filed concurrently with FCA US, LLC's supplemental brief, and is supported by the attached memorandum of points and authorities, and the declaration of Shane H. McKenzie.

LEGAL ARGUMENT

JUDICIAL NOTICE SHOULD BE TAKEN OF COURT RECORDS IN OTHER PROCEEDINGS THAT ARE RELEVANT TO ISSUES PRESENTED IN THIS CASE.

Under Evidence Code section 452, subdivisions (d) and (h), judicial notice may be taken of court records and “[f]acts and propositions that are not reasonably subject to dispute.” (Evid. Code, § 452, subd. (d) and (h); see *Soukup v. Law Offices of Herbert Hafif* (2006) 39 Cal.4th 260, 279, fn. 9 (*Soukup*); *Richman v. Hartley* (2014) 224 Cal.App.4th 1182, 1187, fn. 3 (*Richman*); *Arroyo v. Plosay* (2014) 225 Cal.App.4th 279, 284, fn. 4 (*Arroyo*).) Appellate courts have the same right, power, and duty to take judicial notice as trial courts. (Evid. Code, § 459; see *Arroyo*, at p. 284, fn. 4 [Supreme Court taking judicial notice of the complaint in a prior action].)

Under Evidence Code section 453, such judicial notice is compulsory if “a party requests it and: [¶] (a) [g]ives each adverse party sufficient notice of the request, through the pleadings or otherwise, to enable such adverse party to prepare to meet the request; and [¶] (b) [f]urnishes the court with sufficient information to enable it to take judicial notice of the matter.”

Pursuant to California Rules of Court, rule 8.54(b)(1), “[t]he court may rule on a motion *at any time* after an opposition or other response is filed or the time to oppose has expired.” (Emphasis added.) There is no deadline to file a motion for judicial notice. (Cal. Rules of Court, rule 8.252.) In addition, the Court may take judicial notice on its own motion, after briefing is completed. (*Richman, supra*, 224 Cal.App.4th at p. 1187, fn. 3.)

As explained in FCA’s supplemental brief, plaintiffs’ interpretation of the Act—that a manufacturer’s repurchase obligations under the Song-Beverly Consumer Warranty Act cover both new and used vehicles—would require manufacturers to “repurchase” the same vehicle multiple times. (FCA’s Supp. Br. 13–14.) Plaintiffs have asserted that this argument “doesn’t make much sense.” (See *ibid.*) But the complaints in *Zambrano* and *Birkle* show that used car buyers are now seeking manufacturer repurchase of the same vehicle already subject to *pending* Song-Beverly claims. (See Second Supp. MJN 19 [*Zambrano* complaint, paragraph 11, references Vehicle Identification Number (VIN) 3N1AB8CV1LY270050]; *id.*, at p. 74 [*Birkle* complaint, paragraph 5, references VIN 3N1AB8CV1LY270050].) Because the *Zambrano* and *Birkle* lawsuits provide context as to how plaintiffs’ interpretation of the Act would work in practice, this court should take judicial notice of the complaints in those cases. (See *Arroyo, supra*, 225 Cal.App.4th at p. 284, fn. 4 [taking judicial notice of the complaint and records of relevant proceedings in a prior action].)

CONCLUSION

Because the court records shed light on important issues in this case, this court should take judicial notice of the judicial records attached hereto as exhibits A and B.

August 23, 2024

HORVITZ & LEVY LLP
LISA PERROCHET
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By: Shane H. McKenzie
Shane H. McKenzie

Attorneys for Defendant and Respondent
FCA US, LLC

DECLARATION OF SHANE H. McKENZIE

I, Shane H. McKenzie, declare as follows:

1. I am an attorney duly admitted to practice law in the State of California and an attorney with Horvitz & Levy LLP, counsel of record for defendant and respondent FCA US, LLC.

2. Exhibit A is a true and correct copy of the summons and complaint in *Zambrano v. Nissan North America, Inc.* (Super. Ct. Los Angeles County, No. 23NWCv02196), filed July 17, 2023.

3. Exhibit B is a true and correct copy of the summons and complaint in *Birkle v. Nissan North America, Inc.* (Super. Ct. Los Angeles County, No. 24STCV19047), filed July 31, 2024.

Executed August 23, 2024, at Burbank, California.


Shane H. McKenzie

EXHIBIT A



Notice of Service of Process

null / ALL
Transmittal Number: 27300439
Date Processed: 07/19/2023

Primary Contact: Sherry Robinson
Nissan North America, Inc.
One Nissan Way
Franklin, TN 37067-6367

Electronic copy provided to: Tonya Brooks
Sandy Hughes
Catherine Reidy
Illianov Lopez
Stephanie Brock
Kimberly Ross
Samaritan Potter
Courtney Smith

Entity: Nissan North America, Inc.
Entity ID Number 4255884

Entity Served: Nissan North America, Inc.

Title of Action: Bryan Zambrano vs. Nissan North America, Inc.

Matter Name/ID: Bryan Zambrano vs. Nissan North America, Inc. (14348123)

Document(s) Type: Summons/Complaint

Nature of Action: Breach of Warranty

Court/Agency: Los Angeles County Superior Court, CA

Case/Reference No: 23NWCv02196

Jurisdiction Served: California

Date Served on CSC: 07/18/2023

Answer or Appearance Due: 30 Days

Originally Served On: CSC

How Served: Personal Service

Sender Information: Kevin Y. Jacobson. Esa.
310-933-4271

Information contained on this transmittal form is for record keeping, notification and forwarding the attached document(s). It does not constitute a legal opinion. The recipient is responsible for interpreting the documents and taking appropriate action.

To avoid potential delay, please do not send your response to CSC

251 Little Falls Drive, Wilmington, Delaware 19808-1674 (888) 690-2882 | sop@cscglobal.com

SUMMONS (CITACION JUDICIAL)

FOR OFFICE USE ONLY

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

NISSAN NORTH AMERICA, INC., a Delaware Corporation, and DOES 1 through 10, inclusive

YOU ARE BEING SUED BY PLAINTIFF:

(LO ESTÁ DEMANDANDO EL DEMANDANTE):

BRYAN ZAMBRANO, an individual

Electronically FILED by
Superior Court of California,
County of Los Angeles
7/17/2023 2:38 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By M. Ceballos, Deputy Clerk

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is: County of LOS ANGELES Superior Court
(El nombre y dirección de la corte es):

NORWALK COURTHOUSE, 12720 Norwalk Blvd., Norwalk, CA 90650

CASE NUMBER:
(Número del Caso):

23NWCV02196

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Kevin Y. Jacobson, Esq. and Allen Amarkarian, Esq.; QUILL & ARROW, LLP; 10900 Wilshire Boulevard, Suite 300, Los Angeles, CA 90024; Tel: (310) 933-4271

DATE:
(Fecha) **07/17/2023**

Clerk, by **M. Ceballos**, Deputy
(Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

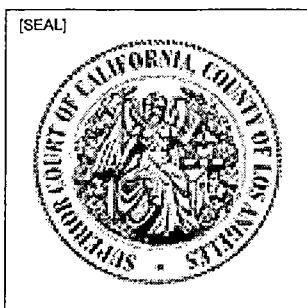
NOTICE TO THE PERSON SERVED: You are served

- ☐ as an individual defendant.
- ☐ as the person sued under the fictitious name of (specify):

- ☒ on behalf of (specify): **NISSAN NORTH AMERICA, INC., a Delaware Corporation**

- under: ☒ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):

- ☐ by personal delivery on (date):



ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Kevin Y. Jacobson, Esq. (SBN 320532) Allen Amarkarian, Esq. (SBN 319117) QUILL & ARROW, LLP 10900 Wilshire Boulevard, Suite 300, Los Angeles, CA 90024 TELEPHONE NO.: (310) 933-4271 FAX NO. (Optional): (310) 889-0645 E-MAIL ADDRESS: e-service@quillararrowlaw.com ATTORNEY FOR (Name): Plaintiff: BRYAN ZAMBRANO	FOR COURT USE ONLY Electronically FILED by Superior Court of California, County of Los Angeles 7/17/2023 2:38 PM David W. Slayton, Executive Officer/Clerk of Court, By M. Ceballos, Deputy Clerk
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 12720 Norwalk Blvd. MAILING ADDRESS: 12720 Norwalk Blvd. CITY AND ZIP CODE: Norwalk, CA 90650 BRANCH NAME: NORWALK COURTHOUSE	CASE NAME: ZAMBRANO, BRYAN v. NISSAN NORTH AMERICA, INC.
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)	Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)
CASE NUMBER: <div style="font-size: 1.2em; font-weight: bold;">23NWCVD2196</div>	
JUDGE: DEPT.:	

Items 1-6 below must be completed (see instructions on page 2).

1. Check **one** box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input checked="" type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties
b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
c. <input type="checkbox"/> Substantial amount of documentary evidence | d. <input type="checkbox"/> Large number of witnesses
e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
|--|--|
3. Remedies sought (check all that apply): a. ☒ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☒ punitive
4. Number of causes of action (specify): 3
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)
- Date: July 17, 2023

Kevin Y. Jacobson, Esq.

(TYPE OR PRINT NAME)

Kevin Y. Jacobson

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

CM-010

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the Civil Case Cover Sheet contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the Civil Case Cover Sheet to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)—Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (*not asbestos or toxic/environmental*) (24)
Medical Malpractice (45)
Medical Malpractice—Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (*not medical or legal*)
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract (*not unlawful detainer or wrongful eviction*)
Contract/Warranty Breach—Seller Plaintiff (*not fraud or negligence*)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (*not provisionally complex*) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court Case Matter
Writ—Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (*non-domestic relations*)
Sister State Judgment
Administrative Agency Award (*not unpaid taxes*)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (*not specified above*) (42)
Declaratory Relief Only
Injunctive Relief Only (*non-harassment*)
Mechanics Lien
Other Commercial Complaint Case (*non-tort/non-complex*)
Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (*not specified above*) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

SHORT TITLE ZAMBRANO, BRYAN v. NISSAN NORTH AMERICA, INC.	CASE NUMBER 23NWCY02196
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CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)

This form is required pursuant to Local Rule 2.3 in all new civil case filings in the Los Angeles Superior Court

Step 1: After completing the Civil Case Cover Sheet (Judicial Council form CM-010), find the exact case type in Column A that corresponds to the case type indicated in the Civil Case Cover Sheet.

Step 2: In Column B, check the box for the type of action that best describes the nature of the case.

Step 3: In Column C, circle the number which explains the reason for the court filing location you have chosen.

Applicable Reasons for Choosing Courthouse Location (Column C)	
1. Class Actions must be filed in the Stanley Mosk Courthouse, Central District.	7. Location where petitioner resides.
2. Permissive filing in Central District.	8. Location wherein defendant/respondent functions wholly.
3. Location where cause of action arose.	9. Location where one or more of the parties reside.
4. Location where bodily injury, death or damage occurred.	10. Location of Labor Commissioner Office.
5. Location where performance required, or defendant resides.	11. Mandatory filing location (Hub Cases – unlawful detainer, limited non-collection, limited collection).
6. Location of property or permanently garaged vehicle.	

	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (see Step 3 above)
Auto Tort	Auto (22)	<input type="checkbox"/> 2201 Motor Vehicle – Personal Injury/Property Damage/Wrongful Death	1, 4
	Uninsured Motorist (46)	<input type="checkbox"/> 4601 Uninsured Motorist – Personal Injury/Property Damage/Wrongful Death	1, 4
Other Personal Injury/ Property Damage/ Wrongful Death	Other Personal Injury/ Property Damage/ Wrongful Death (23)	<input type="checkbox"/> 2301 Premise Liability (e.g., dangerous conditions of property, slip/trip and fall, dog attack, etc.)	1, 4
		<input type="checkbox"/> 2302 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, battery, vandalism, etc.)	1, 4
		<input type="checkbox"/> 2303 Intentional Infliction of Emotional Distress	1, 4
		<input type="checkbox"/> 2304 Other Personal Injury/Property Damage/Wrongful Death	1, 4
		<input type="checkbox"/> 2305 Elder/Dependent Adult Abuse/Claims Against Skilled Nursing Facility	1, 4
		<input type="checkbox"/> 2306 Intentional Conduct – Sexual Abuse Case (in any form)	1, 4

SHORT TITLE ZAMBRANO, BRYAN v. NISSAN NORTH AMERICA, INC.	CASE NUMBER
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	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (see Step 3 above)
		<input type="checkbox"/> 2307 Construction Accidents	1, 4
		<input type="checkbox"/> 2308 Landlord – Tenant Habitability (e.g., bed bugs, mold, etc.)	1, 4
Other Personal Injury/ Property Damage/ Wrongful Death	Product Liability (24)	<input type="checkbox"/> 2401 Product Liability (not asbestos or toxic/ environmental)	1, 4
		<input checked="" type="checkbox"/> 2402 Product Liability – Song-Beverly Consumer Warranty Act (CA Civil Code §§1790-1795.8) (Lemon Law)	1, 3, 5
	Medical Malpractice (45)	<input type="checkbox"/> 4501 Medical Malpractice – Physicians & Surgeons	1, 4
		<input type="checkbox"/> 4502 Other Professional Health Care Malpractice	1, 4
Non-Personal Injury/Property Damage/Wrongful Death Tort	Business Tort (07)	<input type="checkbox"/> 0701 Other Commercial/Business Tort (not fraud or breach of contract)	1, 2, 3
	Civil Rights (08)	<input type="checkbox"/> 0801 Civil Rights/Discrimination	1, 2, 3
	Defamation (13)	<input type="checkbox"/> 1301 Defamation (slander/libel)	1, 2, 3
	Fraud (16)	<input type="checkbox"/> 1601 Fraud (no contract)	1, 2, 3
	Professional Negligence (25)	<input type="checkbox"/> 2501 Legal Malpractice	1, 2, 3
		<input type="checkbox"/> 2502 Other Professional Malpractice (not medical or legal)	1, 2, 3
	Other (35)	<input type="checkbox"/> 3501 Other Non-Personal Injury/Property Damage Tort	1, 2, 3
Employment	Wrongful Termination (36)	<input type="checkbox"/> 3601 Wrongful Termination	1, 2, 3
	Other Employment (15)	<input type="checkbox"/> 1501 Other Employment Complaint Case	1, 2, 3
		<input type="checkbox"/> 1502 Labor Commissioner Appeals	10
Contract	Breach of Contract / Warranty (06) (not insurance)	<input type="checkbox"/> 0601 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction)	2, 5
		<input type="checkbox"/> 0602 Contract/Warranty Breach – Seller Plaintiff (no fraud/negligence)	2, 5
		<input type="checkbox"/> 0603 Negligent Breach of Contract/Warranty (no fraud)	1, 2, 5
		<input type="checkbox"/> 0604 Other Breach of Contract/Warranty (no fraud/ negligence)	1, 2, 5
		<input type="checkbox"/> 0605 Breach of Rental/Lease Contract (COVID-19 Rental Debt)	2, 5
	Collections (09)	<input type="checkbox"/> 0901 Collections Case – Seller Plaintiff	5, 6, 11
		<input type="checkbox"/> 0902 Other Promissory Note/Collections Case	5, 11
		<input type="checkbox"/> 0903 Collections Case – Purchased Debt (charged off consumer debt purchased on or after January 1, 2014)	5, 6, 11
		<input type="checkbox"/> 0904 Collections Case – COVID-19 Rental Debt	5, 11
	Insurance Coverage (18)	<input type="checkbox"/> 1801 Insurance Coverage (not complex)	1, 2, 5, 8

SHORT TITLE ZAMBRANO, BRYAN v. NISSAN NORTH AMERICA, INC.	CASE NUMBER
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	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (see Step 3 above)
Contract (Continued)	Other Contract (37)	<input type="checkbox"/> 3701 Contractual Fraud	1, 2, 3, 5
		<input type="checkbox"/> 3702 Tortious Interference	1, 2, 3, 5
		<input type="checkbox"/> 3703 Other Contract Dispute (not breach/insurance/fraud/negligence)	1, 2, 3, 8, 9
Real Property	Eminent Domain/ Inverse Condemnation (14)	<input type="checkbox"/> 1401 Eminent Domain/Condemnation Number of Parcels _____	2, 6
	Wrongful Eviction (33)	<input type="checkbox"/> 3301 Wrongful Eviction Case	2, 6
	Other Real Property (26)	<input type="checkbox"/> 2601 Mortgage Foreclosure	2, 6
		<input type="checkbox"/> 2602 Quiet Title	2, 6
		<input type="checkbox"/> 2603 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2, 6
Unlawful Detainer	Unlawful Detainer – Commercial (31)	<input type="checkbox"/> 3101 Unlawful Detainer – Commercial (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer – Residential (32)	<input type="checkbox"/> 3201 Unlawful Detainer – Residential (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer – Post Foreclosure (34)	<input type="checkbox"/> 3401 Unlawful Detainer – Post Foreclosure	2, 6, 11
	Unlawful Detainer – Drugs (38)	<input type="checkbox"/> 3801 Unlawful Detainer – Drugs	2, 6, 11
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> 0501 Asset Forfeiture Case	2, 3, 6
	Petition re Arbitration (11)	<input type="checkbox"/> 1101 Petition to Compel/Confirm/Vacate Arbitration	2, 5
	Writ of Mandate (02)	<input type="checkbox"/> 0201 Writ – Administrative Mandamus	2, 8
		<input type="checkbox"/> 0202 Writ – Mandamus on Limited Court Case Matter	2
		<input type="checkbox"/> 0203 Writ – Other Limited Court Case Review	2
	Other Judicial Review (39)	<input type="checkbox"/> 3901 Other Writ/Judicial Review	2, 8
		<input type="checkbox"/> 3902 Administrative Hearing	2, 8
<input type="checkbox"/> 3903 Parking Appeal		2, 8	
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> 0301 Antitrust/Trade Regulation	1, 2, 8
	Asbestos (04)	<input type="checkbox"/> 0401 Asbestos Property Damage	1, 11
		<input type="checkbox"/> 0402 Asbestos Personal Injury/Wrongful Death	1, 11

SHORT TITLE ZAMBRANO, BRYAN v. NISSAN NORTH AMERICA, INC.	CASE NUMBER
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	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (see Step 3 above)
Provisionally Complex Litigation (Continued)	Construction Defect (10)	<input type="checkbox"/> 1001 Construction Defect	1, 2, 3
	Claims Involving Mass Tort (40)	<input type="checkbox"/> 4001 Claims Involving Mass Tort	1, 2, 8
	Securities Litigation (28)	<input type="checkbox"/> 2801 Securities Litigation Case	1, 2, 8
	Toxic Tort Environmental (30)	<input type="checkbox"/> 3001 Toxic Tort/Environmental	1, 2, 3, 8
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> 4101 Insurance Coverage/Subrogation (complex case only)	1, 2, 5, 8
Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> 2001 Sister State Judgment	2, 5, 11
		<input type="checkbox"/> 2002 Abstract of Judgment	2, 6
		<input type="checkbox"/> 2004 Administrative Agency Award (not unpaid taxes)	2, 8
		<input type="checkbox"/> 2005 Petition/Certificate for Entry of Judgment Unpaid Tax	2, 8
		<input type="checkbox"/> 2006 Other Enforcement of Judgment Case	2, 8, 9
Miscellaneous Civil Complaints	RICO (27)	<input type="checkbox"/> 2701 Racketeering (RICO) Case	1, 2, 8
	Other Complaints (not specified above) (42)	<input type="checkbox"/> 4201 Declaratory Relief Only	1, 2, 8
		<input type="checkbox"/> 4202 Injunctive Relief Only (not domestic/harassment)	2, 8
		<input type="checkbox"/> 4203 Other Commercial Complaint Case (non-tort/noncomplex)	1, 2, 8
		<input type="checkbox"/> 4204 Other Civil Complaint (non-tort/non-complex)	1, 2, 8
Miscellaneous Civil Petitions	Partnership Corporation Governance (21)	<input type="checkbox"/> 2101 Partnership and Corporation Governance Case	2, 8
	Other Petitions (not specified above) (43)	<input type="checkbox"/> 4301 Civil Harassment with Damages	2, 3, 9
		<input type="checkbox"/> 4302 Workplace Harassment with Damages	2, 3, 9
		<input type="checkbox"/> 4303 Elder/Dependent Adult Abuse Case with Damages	2, 3, 9
		<input type="checkbox"/> 4304 Election Contest	2
		<input type="checkbox"/> 4305 Petition for Change of Name/Change of Gender	2, 7
		<input type="checkbox"/> 4306 Petition for Relief from Late Claim Law	2, 3, 8
		<input type="checkbox"/> 4307 Other Civil Petition	2, 9


SHORT TITLE ZAMBRANO, BRYAN v. NISSAN NORTH AMERICA, INC.	CASE NUMBER
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Step 4: Statement of Reason and Address: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected. Enter the address, which is the basis for the filing location including zip code. (No address required for class action cases.)

REASON: <input type="checkbox"/> 1. <input type="checkbox"/> 2. <input checked="" type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10. <input type="checkbox"/> 11			ADDRESS: 18707 Studebaker Rd.
CITY: Cerritos	STATE: CA	ZIP CODE: 90703	

Step 5: Certification of Assignment: I certify that this case is properly filed in the NORWALK COURTHOUSE District of the Superior Court of California, County of Los Angeles [Code of Civ. Proc., 392 et seq., and LASC Local Rule 2.3(a)(1)(E)]

Dated: July 17, 2023


 (SIGNATURE OF ATTORNEY/FILING PARTY)

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form LASC CIV 109 (01/23).
5. Payment in full of the filing fee, unless there is a court order for waiver, partial or schedule payments.
6. A signed order appointing a Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court to issue a Summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the Summons and Complaint, or other initiating pleading in the case.

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County of Los Angeles
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David W. Slayton,
Executive Officer/Clerk of Court,
By M. Ceballos, Deputy Clerk

Attorneys for Plaintiff,
BRYAN ZAMBRANO

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

BRYAN ZAMBRANO, an individual,

Plaintiff,

vs.

NISSAN NORTH AMERICA, INC., a
Delaware Corporation, and DOES 1
through 10, inclusive,

Defendants.

Case No.: **23NWCV02196**
Unlimited Jurisdiction

COMPLAINT

1. VIOLATION OF SONG-BEVERLY
ACT - BREACH OF EXPRESS
WARRANTY
2. VIOLATION OF SONG-BEVERLY
ACT - BREACH OF IMPLIED
WARRANTY
3. VIOLATION OF THE SONG-
BEVERLY ACT SECTION 1793.2
4. FRAUD - FRAUDULENT
INDUCEMENT – CONCEALMENT





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1 Plaintiff, BRYAN ZAMBRANO, an individual ("Plaintiff"), alleges as follows against
2 Defendant, NISSAN NORTH AMERICA, INC., a Delaware Corporation ("NISSAN NORTH
3 AMERICA, INC."), and DOES 1 through 10 inclusive, on information and belief, formed after a
4 reasonable inquiry under the circumstances:

5 **DEMAND FOR JURY TRIAL**

6 1. Plaintiff, BRYAN ZAMBRANO, hereby demands trial by jury in this action.

7 **GENERAL ALLEGATIONS**

8 2. Plaintiff, BRYAN ZAMBRANO, is an individual residing in the City of Huntington
9 Park, State of California.

10 3. Defendant, NISSAN NORTH AMERICA, INC., is and was a Delaware Corporation
11 operating and doing business in the State of California. At all times discussed herein, NISSAN
12 NORTH AMERICA, INC. was engaged in the design, development, manufacture, distribution,
13 marketing, selling, leasing, warranting, servicing, and repair of automobiles, including the Subject
14 Vehicle.

15 4. Plaintiff's first three causes of action arise out of warranty and repair obligations of
16 NISSAN NORTH AMERICA, INC. in connection with a vehicle that Plaintiff purchased and for
17 which NISSAN NORTH AMERICA, INC. issued a full and enforceable written warranty. The
18 warranty was not issued by the selling dealership.

19 5. On information and belief, Defendant, NISSAN NORTH AMERICA, INC., is
20 responsible for the distribution, service, repair, installation, and decisions regarding the Emergency
21 Brake System and ultimately, the Emergency Brake System defects, in Nissan Vehicles, including
22 the Subject Vehicle.

23 6. On information and belief, Defendant, NISSAN NORTH AMERICA, INC.,
24 developed the post-purchase owner's manuals, warranty booklets, and other information related to
25 the maintenance recommendations and/or schedules for Nissan Vehicles, including the Subject
26 Vehicle.

27 7. On information and belief, Defendant, NISSAN NORTH AMERICA, INC.,
28 designed, manufactured, modified, installed, and made decisions regarding the Emergency Brake



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System.

8. These causes of action arise out of warranty and repair obligations of NISSAN NORTH AMERICA, INC. in connection with a vehicle Plaintiff purchased and for which NISSAN NORTH AMERICA, INC. issued a written warranty. The warranty was not issued by the selling dealership. Plaintiff do not know the true names and capacities, whether corporate, partnership, associate, individual, or otherwise of Defendant issued herein as Does 1 through 10, inclusive, under the provisions of section 474 of the California Code of Civil Procedure. Defendant Does 1 through 10, inclusive, are in some manner responsible for the acts, occurrences, and transactions set forth herein, and are legally liable to Plaintiff. Plaintiff will seek leave to amend this Complaint to set forth the true names and capacities of the fictitiously named Defendant, together with appropriate charging allegations, when ascertained.

9. All acts of corporate employees as alleged were authorized or ratified by an officer, director, or managing agent of the corporate employer.

10. Each Defendant, whether actually or fictitiously named herein, was the principal, agent (actual or ostensible), or employee of each other Defendant, and in acting as such principal or within the course and scope of such employment or agency, took some part in the acts and omissions hereinafter set forth by reason of which each Defendant is liable to Plaintiff for the relief prayed for herein.

FACTUAL BACKGROUND

11. On December 31, 2020, Plaintiff purchased a 2020 Nissan Sentra, having VIN No.: 3N1AB8CV1LY270050 ("the Subject Vehicle"). Pursuant to Section 1793.22, subdivision (c) (2), of the California Civil Code, the Subject Vehicle was purchased as a new vehicle with an accompanying NISSAN NORTH AMERICA, INC.'S new warranty, therefore constitutes a "new motor vehicle" vehicle under the Act.

12. NISSAN NORTH AMERICA, INC. warranted the Subject Vehicle and agreed to preserve or maintain the utility or performance of Plaintiff's vehicle or to provide compensation if there was a failure in such utility or performance. In connection with the purchase, Plaintiff received various warranties, inter alia, a 3-years/36,000 miles express bumper to bumper warranty and a 5-



1 year/60,000 miles of limited powertrain warranty which, inter alia, covers the engine and the
2 transmission, as well as various emissions warranties that exceed the time and mileage limitations
3 of the bumper to bumper and powertrain warranties.

4 13. The Subject Vehicle was delivered to Plaintiff with serious defects and
5 nonconformities to warranty and developed other serious defects and nonconformities to warranty
6 such as electrical and suspension system defects including those listed in the repair history below.

7 Plaintiff's Repair History of the Subject Vehicle

8 14. The following is a summary of some pertinent portions of the repair visits for the
9 Subject Vehicle.

10 15. On March 5, 2022, with approximately 13,612 miles on the odometer, Plaintiff
11 presented the Subject Vehicle to Defendant's authorized repair facility, Cerritos Nissan, and
12 reported that Collision warning lights would illuminate, and the Subject Vehicle would brake hard,
13 despite there being no other vehicles in the vicinity. Upon inspection of the Subject Vehicle,
14 Defendant's authorized technician discovered Diagnostic Trouble Codes ("DTCs") C1F02-16 and
15 C1F6B-4B stored in the Intelligent Cruise Control ("ICC") distance sensor, the former DTC
16 relating to a power supply circuit and the latter relating to a lane camera malfunction. Per a
17 recommendation from the tech line, Defendant's technician replaced the lane camera, performed a
18 calibration, and subsequently represented to Plaintiff that the Subject Vehicle was operating
19 normally. Plaintiff also reported that their iPhone would not connect to Apple CarPlay, nor would
20 it charge when plugged in to the Subject Vehicle. Defendant's technician claimed that they found
21 moisture in the iPhone cable that was causing a communication error with the radio unit and that
22 the Subject Vehicle was operating as designed. Although the Defendant's technician claimed that
23 the Subject Vehicle possessed no nonconformities, Plaintiff's concerns were not properly addressed
24 and have persisted throughout their ownership. The inspection and repairs were performed under
25 the warranty issued by NISSAN OF NORTH AMERICA, INC. The Subject Vehicle was out of
26 service for approximately one (1) day during this repair attempt.

27 16. On August 20, 2022, with approximately 17,181 miles on the odometer, Plaintiff
28 presented the Subject Vehicle to Defendant's authorized repair facility, Cerritos Nissan, and



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1 reported that the radio volume knob would jump up and down erratically when Plaintiff tried to
2 adjust it. Defendant's authorized technician updated the Audio/Video ("AV") unit and represented
3 to Plaintiff that the Subject Vehicle was operating as designed. The inspection and repairs were
4 performed under the warranty issued by NISSAN OF NORTH AMERICA, INC. The Subject
5 Vehicle was out of service for approximately one (1) day during this repair attempt.

6 17. On October 24, 2022, with approximately 18,791 miles on the odometer, Plaintiff
7 presented the Subject Vehicle to Defendant's authorized repair facility, Cerritos Nissan, and
8 reported that the Subject Vehicle had to be jump started. Defendant's authorized technician verified
9 Plaintiff's concerns and determined the cause to be low voltage battery issues. After replacing the
10 battery, Defendant's technician claimed that the Subject Vehicle was repaired. Plaintiff also
11 complained that the radio would cut to a black screen and restart. Per bulletin NTB21-096,
12 Defendant's technician performed a software update and represented to Plaintiff that the Subject
13 Vehicle was operating normally. In addition, Plaintiff reported that the front Collision warning
14 lights would falsely illuminate at random. Upon inspection of the Subject Vehicle, Defendant's
15 technician recommended reevaluation of Plaintiff's concerns after the battery replacement. Despite
16 the determination from Defendant's technician that the Subject Vehicle possessed no
17 nonconformities, Plaintiff's concerns have continued to plague the Subject Vehicle even after the
18 alleged repairs. The inspection and repairs were performed under the warranty issued by NISSAN
19 OF NORTH AMERICA, INC. The Subject Vehicle was out of service for approximately one (1)
20 day during this repair attempt.

21 18. On November 9, 2022, with approximately 19,508 miles on the odometer, Plaintiff
22 presented the Subject Vehicle to Defendant's authorized repair facility, Cerritos Nissan, and stated
23 that the left rear brake light had condensation. Defendant's authorized technician installed special
24 ordered parts and represented to Plaintiff that the Subject Vehicle was operating as designed. The
25 repair was performed under the warranty issued by NISSAN OF NORTH AMERICA, INC. The
26 Subject Vehicle was out of service for approximately two (2) days during this repair attempt.

27 19. None of the aforementioned repair attempts successfully repaired the Subject
28 Vehicle, including its ongoing defects.



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20. Thereafter, Plaintiff continued to experience symptoms of the various defects despite Defendant's representation that the Subject Vehicle was repaired.

21. Defendant was under an affirmative duty under the Song-Beverly Consumer Warranty Act to promptly offer to repurchase or replace the Subject Vehicle as soon as it failed to conform the Subject Vehicle to the terms of the express warranty after a reasonable number of repair attempts.

22. Prior to filing this lawsuit, Defendant failed to abide by its obligations under the Song-Beverly Act by not offering a repurchase the Subject Vehicle after it failed to conform the vehicle to the terms of its warranty within a reasonable number of repair opportunities, forcing Plaintiffs to file the instant lawsuit.¹

The Fraudulently Concealed/Omitted Forward Emergency Braking System

23. Among the defects plaguing the Subject Vehicle, the most prevalent and concerning is the defective Forward Emergency Braking ("FEB") system that Nissan fraudulently concealed/omitted from Plaintiff at the time of the presale communications and negotiations.

24. The Subject Vehicle is part of a class Nissan vehicles equipped with the defective Continental ARS410 radar sensor that has been the subject of vast consumer complaints and federal investigations, for which Nissan Senior Engineer Will Swindell, was provided notice of by the National Highway Traffic Safety Administration ("NHTSA").

25. The manifestation of the FEB's precarious defects/symptoms experienced by Plaintiff include the following: defects causing the Subject Vehicle to stall when sitting a stop for less than a minute; defects causing to falsely engage or otherwise not work as intended; defects causing the Subject Vehicle to detect non-existent obstacles, thereby automatically triggering the brakes and causing an abrupt slowdown or complete stop with no actual need to do so; defects causing the FEB system to deactivate itself, thereby distracting the driver and rendering the FEB system disabled and useless; defects causing the Subject Vehicle's dashboard to indicate that there

¹ "A manufacturer's duty to replace a vehicle does not depend on a consumer's request, but instead arises as soon as the manufacturer fails to comply with the warranty within a reasonable time. *Krotin v. Porsche Cars North America, Inc.*, 38 Cal.App.4th 294, 301-302 (1995). *Krotin* court noted that "[a]n automobile manufacturer need not read minds to determine which vehicles are defective; it need only read dealers' services records." *Id.* at 303.



1 is something in front of the vehicle; defects causing the Subject Vehicle's dashboard to indicate
2 that there is an automatic braking error; defects causing the Subject Vehicle to shake vigorously
3 when approaching a stop; defects causing the Subject Vehicle's forward collision light to appear
4 on the dashboard when nothing is in front of the vehicle; defects causing the Subject Vehicle to
5 stop without warning during normal and intended vehicle operation; defects causing the Subject
6 Vehicle significant, unexpected, phantom decelerations and stops due to the false engagement of
7 the FEB system, despite no objects—vehicles, pedestrians, or otherwise—were nearby; defects
8 causing the FEB system to frequently deactivate itself; and/or any other defects described in the
9 repair history for the Subject Vehicle (collectively, "Defects"). Said defects substantially impair
10 the use, value, or safety of the Subject Vehicle.

11 26. NISSAN NORTH AMERICA, INC. breached its express and implied warranties
12 through which it promised, *inter alia*: (1) to provide a Subject Vehicle fit for the ordinary purpose
13 for which it was sold; and (2) to repair and correct manufacturing defects or defects in materials or
14 workmanship of any parts that it supplied, including in the FEB System. Because the FEB Defects
15 was present at the time of sale or lease of the Subject Vehicle, NISSAN NORTH AMERICA, INC.
16 is required to repair or replace the Subject Vehicle pursuant to the terms of the warranty. Instead,
17 NISSAN NORTH AMERICA, INC. has wrongfully shifted to Plaintiff the cost of repair of the
18 FEB Defect or replacing the Subject Vehicle. These costs are significant, and unexpected by
19 reasonable consumers

20 27. While the FEB system's defects are part of the warrantable nonconformities alleged
21 within Plaintiff's warranty claims against Nissan, the FEB defects, in conjunction with NISSAN
22 NORTH AMERICA, INC.'s fraudulent presale conduct alleged below, also form the basis of
23 Plaintiff's fraud claim. Thus, while there is overlap in the factual bases of these claims, they are
24 nevertheless distinct causes of action with varying remedies and equitable recourse available to
25 Plaintiff. (*Dhital v. Nissan North America, Inc.* (2022) --- Cal.Rptr.3d --- 2022 WL 14772909, *8.)

26 28. Accordingly, Plaintiff hereby revokes acceptance of the sales contract.

27 29. Pursuant to the Song-Beverly Consumer Warranty Act (hereinafter "the Act") Civil
28 Code sections 1790 *et seq.*, the Subject Vehicle constitutes a "consumer good" used primarily for



1 family or household purposes, and Plaintiff has used the vehicle primarily for those purposes.

2 30. Plaintiff is a “buyer” of consumer goods under the Act.

3 31. Defendant NISSAN NORTH AMERICA, INC. is a “manufacturer” and/or
4 “distributor” under the Act.

5 **Plaintiff’s Fourth Cause of Action for Fraudulent Inducement/Concealment**

6 *Plaintiff’s Reliance on Defendant’s Concealment/Omissions*

7 32. In its quest to be commercially competitive, NISSAN NORTH AMERICA, INC.
8 designed, tested, validated, marketed, and sold its Forward Emergency Braking system (“FEB”)
9 that is featured in the Subject Vehicle. According to NISSAN NORTH AMERICA, INC. itself:

10 [T]his intelligent feature uses radar technology to monitor a vehicle’s proximity
11 to the vehicle ahead, giving the driver audible and visual display warnings to help
12 the driver reduce the vehicle’s speed if a potential frontal collision is detected. If
13 the driver fails to respond, the [Forward Emergency Braking] system can apply
14 the brakes, helping the driver to avoid the collision or reduce the speed of impact
15 if it is unavoidable.²

16 33. Prior to Purchasing the Subject Vehicle, Plaintiff reviewed NISSAN NORTH
17 AMERICA, INC.’s promotional materials, such as NISSAN NORTH AMERICA, INC.’s website
18 and the Monroney sticker, and interacted with at least one sales representative without NISSAN
19 NORTH AMERICA, INC. disclosing the FEB Defect.

20 34. Through her exposure and interaction with NISSAN NORTH AMERICA, INC.,
21 Plaintiff was aware of NISSAN NORTH AMERICA, INC.’s uniform and pervasive marketing
22 message of dependability and safety, which is a primary reason she purchased the Subject Vehicle.
23 However, despite touting the safety and dependability of the Subject Vehicle, at no point did
24 NISSAN NORTH AMERICA, INC. disclose to her the FEB Defect.

25 35. Plaintiff has experienced the FEB Defect on several occasions since they started
26 driving the Subject Vehicle. As noted above, there have been multiple occasions where Plaintiff
27 was operating the Subject Vehicle under intended and foreseeable circumstances when the FEB

28 ² The Confidence of Nissan Safety Technology, Nissan Safety Features & Technologies (Dec. 16, 2019), <https://www.nissanusa.com/experience-nissan/news-and-events/car-safetyfeaturestechnology.html> (last visited May 7, 2020).



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1 light on the dashboard illuminated and the FEB system engaged with no obstacle in the vehicle's
2 path. Plaintiff has also had the FEB Defect occur while driving on the street from unidentified
3 triggers with no vehicle in front of the Subject Vehicle.

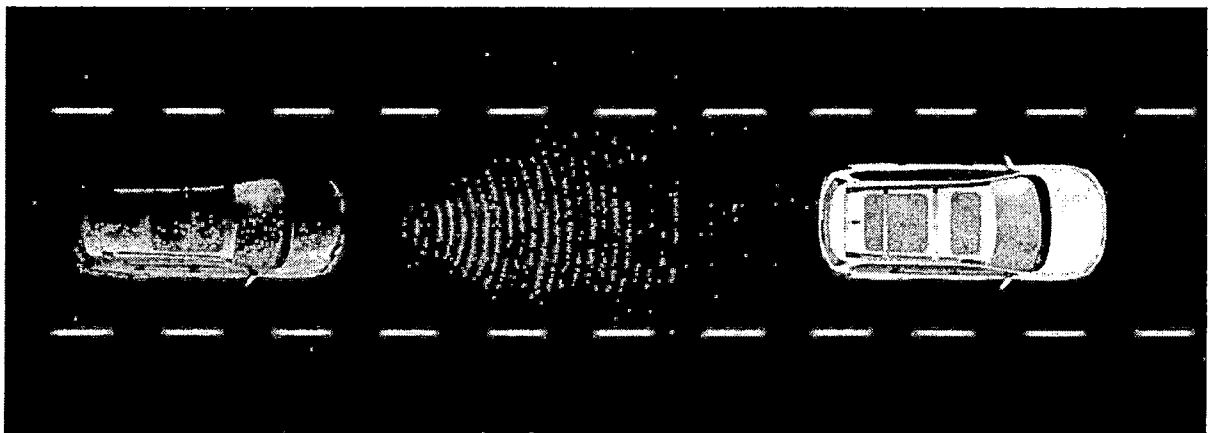
4 36. Plaintiff did not receive the benefit of their bargain. Rather, Plaintiff purchased a
5 vehicle of lesser standard, grade, and quality than represented, and did not receive a vehicle that
6 met ordinary and reasonable consumer expectations regarding safe and reliable operation. The FEB
7 Defect has significantly diminished the value of Plaintiff Class Vehicle.

8 37. Had NISSAN NORTH AMERICA, INC. disclosed the FEB Defect, Plaintiff would
9 not have purchased the Subject Vehicle, or certainly would have paid less to do so.

10 Defendant's Knowledge of and Failure to Disclose the FEB Defect

11 38. In 2017, NISSAN NORTH AMERICA, INC. began offering the feature known as
12 Forward Emergency Braking ("FEB") as an option on the various Nissan models. For example, FEB
13 was available as a part of the \$2,020 "SL Premium Package" option on the 2017 Nissan Rogue SL.

14 39. As demonstrated below, the FEB system utilizes a radar and/or camera system that
15 measures the distance between the vehicle and its surrounding objects. If the FEB system detects a
16 rapid decrease in distance between the vehicle and an object accompanied with no driver responsive
17 inputs, the FEB system "provide[s] audible and visual alerts and appl[ies] braking to help you avoid
18 or mitigate a frontal collision with a vehicle ahead."



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25
26 40. However, NISSAN NORTH AMERICA, INC. under-designed, engineered, tested, and
27 validated the FEB system. The FEB Defect, among other things, causes: (1) the Subject Vehicle to
28 detect non-existent obstacles, triggering a braking response and causing the Subject Vehicle to abruptly



1 decelerate or stop completely despite no need for this action, and/or (2) the FEB system to deactivate
2 itself, thereby distracting the driver and rendering the FEB system unavailable and useless. The FEB
3 Defect presents a safety hazard that distracts Plaintiff and renders the Subject Vehicle unreasonably
4 dangerous to consumers as it severely impacts a driver's ability to control the vehicle's speed as
5 expected under normal driving conditions and maintain an appropriate speed based on traffic flow,
6 thereby increasing the risk of a rear-end collision.

7 41. NISSAN NORTH AMERICA, INC. knew about the problem of false activations in
8 its FEB systems years before it put the first vehicle on the market. NISSAN NORTH AMERICA,
9 INC. became aware of the FEB Defect through sources not available to Plaintiff, including, but not
10 limited to: pre-production testing, pre-production design failure mode and analysis data, production
11 design failure mode and analysis data, early consumer complaints made exclusively to NISSAN
12 NORTH AMERICA, INC.'s network of dealers and directly to NISSAN NORTH AMERICA,
13 INC., aggregate warranty data compiled from NISSAN NORTH AMERICA, INC.'s network of
14 dealers, testing conducted by NISSAN NORTH AMERICA, INC. in response to consumer
15 complaints, and repair order and parts data received by NISSAN NORTH AMERICA, INC. from
16 NISSAN NORTH AMERICA, INC.'s network of dealers and suppliers, including Bosch and
17 Continental.

18 42. In addition, NISSAN NORTH AMERICA, INC. and other members of the
19 automotive industry knew that as a new and not fully developed technology, automatic braking
20 systems like FEB were prone to false activations. NISSAN NORTH AMERICA, INC.
21 manufactured and sold the Subject Vehicle equipped with this technology anyway.

22 43. As further evidence of NISSAN NORTH AMERICA, INC.'s pre-sale knowledge,
23 the owner's manuals for the earliest vehicles alluded to the risk of false activations by stating "in
24 some road or traffic conditions, the FEB system may unexpectedly apply partial braking." This
25 warning about the FEB system was buried in small text in the middle of owner's manuals, which
26 are several hundred pages long. Notwithstanding the FEB system being touted as a safety feature,
27 NISSAN NORTH AMERICA, INC. never referenced or otherwise directed potential purchasers to
28 this hidden disclaimer. As such, Plaintiff would only see this disclosure, if at all, after purchasing



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1 or leasing the vehicle, and if he happened to stumble upon it when reading the owner's manual.
2 Even then, however, the disclosure is too vague, cursory, and non-specific to adequately warn
3 anyone about the true scope and extent of the dangers of the FEB Defect.

4 44. NISSAN NORTH AMERICA, INC. also began receiving an unusually large
5 number of complaints about false activations almost immediately after the earliest vehicle entered
6 the market. Nonetheless, NISSAN NORTH AMERICA, INC. continued to sell the vehicle and
7 continued to install the Continental ARS-410 radar in newer model-year vehicles.

8 45. NISSAN NORTH AMERICA, INC. had, and continues to have, a duty to fully
9 disclose to Plaintiff the true nature of the FEB Defect, because, among other reasons, the Defect
10 poses an unreasonable safety hazard; because NISSAN NORTH AMERICA, INC. had and has
11 exclusive knowledge or access to material facts about the vehicle's FEB systems that were not and
12 are not known to, or reasonably discoverable by Plaintiff; and because NISSAN NORTH
13 AMERICA, INC. has actively concealed the FEB Defect from Plaintiff at the time of purchase or
14 repair and thereafter.

15 46. Specifically, NISSAN NORTH AMERICA, INC.: (a) failed to disclose, at the time
16 of purchase or repair and thereafter, any and all known material defects or material nonconformities
17 of the Subject Vehicle, including the FEB Defect; (b) failed to disclose, at the time of purchase or
18 repair and thereafter, that the Subject Vehicle and the FEB systems were not in good working order,
19 were defective and prone to failure, and were not fit for the intended purpose; and (c) failed to
20 disclose and/or actively concealed the fact that the Subject Vehicle and the FEB system was
21 defective, despite the fact that NISSAN NORTH AMERICA, INC. learned of the FEB Defect
22 before it placed the Subject Vehicle in the stream of commerce.

23 47. On June 8, 2018, NISSAN NORTH AMERICA, INC. released TSB NTB18-041
24 concerning the "Unexpected Operation of AEB, FEB OR FCW [Forward Collision Warning]" in
25 2018 Rogue, Rogue Hybrid, and Rogue Sport vehicles. The TSB stated that "The following
26 system(s) operate unexpectedly or the customer reports unexpected operation: AEB (Automatic
27 Emergency Braking); FEB (Forward Emergency Braking); FCW (Forward Collision Warning). On
28 July 19, 2018, Nissan released an amended TSB NTB18-041a, updated to include 2017-18 Rogue,



1 Rogue Hybrid, and Rogue Sport vehicles. Neither of these TSB67s prevented false activations from
2 occurring, and Nissan continued to receive complaints about false activations after issuing these
3 TSBs.

4 48. Since mid-2018, NISSAN NORTH AMERICA, INC. has issued approximately 11
5 different TSBs, quality actions, or other service campaigns directed at eliminating false activations
6 in the Subject Vehicle. To this day, NISSAN NORTH AMERICA, INC. still has not found a
7 solution to false activations.

8 49. On January 25, 2019, NISSAN NORTH AMERICA, INC. released NPSB18-443
9 AEB U – “Automatic Emergency Braking (AEB) Update Notification Letter” – related to the 2017-
10 2018 Nissan Rogue and Rogue Sport. In this bulletin, NISSAN NORTH AMERICA, INC. stated
11 “[i]n rare instances and unique roadway environments such as certain types of railroad crossings
12 and metal overpasses, the AEB system in some vehicles may activate braking when not needed.”
13 However, the statement that false activations only occurred in “rare instances and unique roadway
14 environments” was false, and NISSAN NORTH AMERICA, INC. knew that the statement was
15 false. Drivers were experiencing false activations in ordinary and common driving scenarios, like
16 two-lane streets, highways, and parking garages.

17 50. As the Center for Auto Safety (“CAS”) explained on March 21, 2019, this
18 “‘Customer Service Initiative’ intended to ‘increase awareness of an available update for the
19 Automatic Emergency Braking (AEB) system.’ Presumably, this update is the repair outlined in
20 the July 2018 TSB. ... [However,] the summary portion available suggests that Nissan's
21 communication to Rogue owners does not acknowledge the potential safety issue involved. The
22 language treats the problem as no more than a performance update, thus providing little incentive
23 for consumers to avail themselves of the repair opportunity until they experience the problem.”^{OF3}

24 51. Federal law requires automakers like NISSAN NORTH AMERICA, INC. to notify
25 (and update) the National Highway Traffic Safety Administration of potential defects. *See* TREAD

26 ³ The Center for Auto Safety, Petition for Defect Investigation (Mar. 21, 2019),
27 [https://www.autosafety.org/wp-content/uploads/2019/03/Center-for-Auto-Safety-Nissan-Rogue-](https://www.autosafety.org/wp-content/uploads/2019/03/Center-for-Auto-Safety-Nissan-Rogue-AEB-Defect-Petition-FINAL.pdf)
28 [AEB-Defect-Petition-FINAL.pdf](https://www.autosafety.org/wp-content/uploads/2019/03/Center-for-Auto-Safety-Nissan-Rogue-AEB-Defect-Petition-FINAL.pdf) (last visited May 7, 2020). On March 21, 2019, CAS submitted
a petition to NHTSA to “initiate a Defect Investigation into false activation of the emergency
braking system that is placing Rogue owners and other road users in danger.” *Id.*



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1 Act, Pub. L. No. 106- 414, 114 Stat. 1800 (2000). Accordingly, NISSAN NORTH AMERICA,
2 INC. should (and does) monitor the NHTSA database to track reports of defective FEB systems.
3 From this source, NISSAN NORTH AMERICA, INC. knew that the Subject Vehicle was
4 experiencing unusually high levels of false engagements causing abrupt slowdowns, stops, or
5 deactivations.

6 52. As CAS explains, it “found 87 such complaints in NHTSA’s VOQ data for the 2017-
7 18 Rogue. All of these complaints indicate that the Rogue’s [FEB] engaged when no obstruction
8 was in the path of the vehicle. Many complaints indicate that braking is abrupt or forceful,
9 endangering both the Rogue occupants as well as people in vehicles nearby, who are forced to avoid
10 a collision with a suddenly stopped vehicle.”⁴

11 53. Additionally, in early 2019, NISSAN NORTH AMERICA, INC. issued a Notice of
12 Defect for 91,000 affected Rogue vehicles from the 2017 and 2018 model years “because their
13 automatic emergency braking (AEB) system could unintentionally engage.”⁵ Despite
14 acknowledging this dangerous defect to Transport Canada, NHTSA’s Canadian counterpart,
15 NISSAN NORTH AMERICA, INC. has made no such efforts to recall any of its AEB-equipped
16 vehicles in the United States, even though there are no differences between the Rogues that
17 NISSAN NORTH AMERICA, INC. sells to Canadian consumers and those it sells to American
18 consumers. Instead, it continued to equip Rogue and other Nissan-brand cars with the ARS410
19 radar.

20 54. In addition, in 2020, NISSAN NORTH AMERICA, INC. issued a recall for its X-
21 Trail crossover SUV in Asia, which uses the same platform as the Nissan Rogue in the United
22 States and Canada. As reported by one news agency in Asia, “[a]ccording to Nissan, these vehicles
23 are fitted with a radar system made by Continental. The affected radar model, ARS410 may activate
24 especially when the X-Trail maneuvers around ...bridges, parking garages, low-hanging traffic
25 lights, and even steep incline roads.” At that time, NISSAN NORTH AMERICA, INC. suggested
26

27 ⁴ *Id.*

28 ⁵ Nissan Canada recalls 90,000 Rogues over unintended braking, AUTOMOTIVE NEWS
CANADA, April 12, 2019, available at <https://canada.autonews.com/automakers/nissan-canada-recalls-90000-rogues-over-unintended-braking>.



1 turning off the FEB system to avoid false activations until a software update could be installed.
2 However, to date, NISSAN NORTH AMERICA, INC. still has not developed a software update
3 that eliminates false activations.

4 55. The following example complaints filed by consumers with NHTSA and posted on
5 the Internet demonstrate that the FEB Defect is a widespread safety hazard that continues to plague
6 the Subject Vehicle. The complaints below are examples only, and do not represent the universe of
7 complaints that NISSAN NORTH AMERICA, INC. has received. The number of complaints that
8 NISSAN NORTH AMERICA, INC. received was unusually high, which put NISSAN NORTH
9 AMERICA, INC. on further notice of the FEB Defect.

10 56. The following is an example of a Complaint regarding the FEB Defect:

11 **Dec 31, 2017 - Vacaville, CA - Forward Collision Avoidance**

12 THIS VEHICLE WAS PURCHASED NEW FROM THE DEALERSHIP,
13 NISSAN OF VACAVILLE, ON 9-16-2017. ON 10-26-2017 WHILE
14 TRAVELING AT APPROXIMATELY 35 MPH THE VEHICLE'S FORWARD
15 EMERGENCY BRAKING SYSTEM (FEB) SUDDENLY AND
16 UNEXPECTEDLY ACTIVATED, BRING THE CAR TO A FULL AND
17 COMPLETE STOP IN THE MIDDLE OF THE ROAD. THE BRAKING
18 SYSTEM DISENGAGED WITHIN A FEW SECONDS AND I WAS ABLE TO
19 PULL TO THE SIDE OF THE ROAD. THERE WERE NO ADVERSE
20 CONDITIONS, OBSTRUCTIONS, OR VEHICLES WITHIN A DANGEROUS
21 DISTANCE TO HAVE CAUSED THE ACTIVATION. THE DASHBOARD
22 WARNING LIGHTS DISPLAYED THE ALERT MESSAGE "WARNING"
23 "MALFUNCTION." THE VEHICLE WAS SUBSEQUENTLY TOWED TO
24 AUTOCOM NISSAN OF CONCORD FOR SERVICE AND DIAGNOSIS. I WAS
25 TOLD CODES U1002, C1B5D, AND C1A16-97 WERE STORED IN THE
26 COMPUTER SYSTEM. C1A16-97 RELATES TO AN OBSTRUCTION OR
27 BLOCKED RADAR SENSOR, BUT THAT ALL THE STORED CODES WERE
28 IN THE PAST. C1A16-97 WAS STORED AT 1983 MILES - I EXPERIENCED
NO ACTIVATION OF THE SYSTEM AT THAT TIME. ACCORDING TO THE
DEALERSHIP THERE WERE NO STORED CODES RELATED TO TODAY'S
INCIDENT. NISSAN TECH LINE MADE A REMOTE DIAGNOSIS AND
CONCLUDED A LOOSE LICENSE PLATE FRAME LIKELY HAD CAUSED
AND OBSTRUCTION, ACTIVATING THE SYSTEM. THIS IS IN CONFLICT
WITH THE OWNERS MANUAL'S EXPLANATION OF FEB SHUT DOWN IN
THE EVENT OF AN OBSTRUCTION. ON 12-19-2017 I RETURNED THE
VEHICLE TO THE DEALERSHIP WHERE I PURCHASED THE CAR. AFTER
FOUR DAYS OF DIAGNOSTIC AND ROAD TESTING I WAS TOLD THAT,
ACCORDING TO NISSAN TECH LINE, SINCE THE DEALERSHIP WAS
UNABLE TO DUPLICATE THE MALFUNCTION DURING THE TEST
DRIVE, THEN THE CAR IS CONSIDERED OPERATIONAL AND SAFE AND
COULD BE RETURNED TO THE CUSTOMER. AND ALTHOUGH FINDING



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1 MULTIPLE PAST CODES STORED ECM-UL00L, ASB-UL002, BCM UL000-
2 00, UL000-01, CLB40-49, CLB30-49, UL000-00, ICC /ADAS-C1B53-04,
3 CLB54-00, UL000-01 ALL INDICATION MALFUNCTION. NONE OF WHICH
4 HAVE BEEN RESOLVED OR REPAIRED. ## VIN PASSED ## NISSAN
5 ROUGE S FWD 2017.5 ##

6 57. The above complaint represents only a sampling of otherwise voluminous
7 complaints regarding the FEB Defect that consumers have reported to NISSAN NORTH
8 AMERICA, INC. directly and through its dealers.

9 58. NISSAN NORTH AMERICA, INC. knew that the FEB Defect was present in the
10 Subject Vehicle equipped with the FEB system, as demonstrated above, but it failed to remedy the
11 defect. NISSAN NORTH AMERICA, INC.'s halfhearted and unconscionable acts have deprived
12 and continue to deprive Plaintiff of the benefit of his bargain. Had Plaintiff known about the FEB
13 Defect, he would not have purchased the Subject Vehicle, or certainly would have paid less to do
14 so.

15 59. NISSAN NORTH AMERICA, INC.'s overarching marketing message for the
16 Subject Vehicle, and specifically the FEB System, was and is that the FEB System creates a safe
17 and reliable vehicle. This marketing message is false, and misleading given the FEB Defect, which
18 distracts consumers and can cause the Subject Vehicle to suddenly and unexpectedly stop in the
19 middle of the road.

20 60. For example, Nissan dedicates a page on its website for the Nissan Safety Shield
21 360, touting "[a]ll-around protection", of the FEB System."⁶



22 Automatic Emergency Braking with
23 Pedestrian Detection [?]



24 High Beam Assist



25 Lane Departure Warning [?]



26 Blind Spot Warning [?]



27 Rear Cross Traffic Alert [?]



28 Rear Automatic Braking [?]

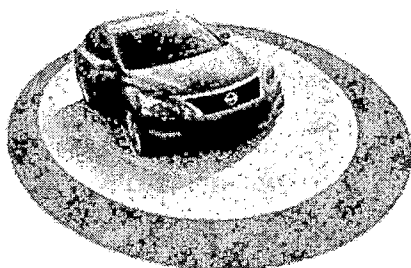
29 ///

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⁶ <https://www.nissanusa.com/safety-shield.html> (last visited Jun 19, 2022)



NISSAN SAFETY SHIELD CONCEPT



1. Monitor

Nissan is committed to its position as a leader in the world of automotive safety. This dedication to comprehensive safety goes into the engineering and design of every vehicle we make, and it drives the development of the Nissan Safety Shield technologies.

The Safety Shield Technologies Operate During Three Basic Phases:

These technologies monitor vehicle systems and the outside driving environment.

Vehicle Dynamic Control [*]

If VDC detects sudden over or under steer, it reduces engine power and/or applies brake pressure to individual wheels to help keep you on your steered path.

Traction Control System

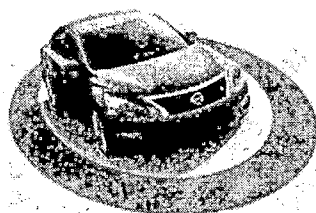
TCS can sense drive-wheel spin and respond by reducing throttle or applying brake pressure to help maintain traction.

Anti-lock Braking System

In panic-braking situations the ABS rapidly pumps the brakes, helping prevent wheel lockup and helping you maintain steering control.

Electronic Brake Force Distribution

The EBD system sends extra force to the rear brakes when it senses additional weight in the back.



2. Respond

These technologies help you respond to potentially harmful situation.

Around View® Monitor [*]

This feature creates a bird's-eye view of your Nissan and displays it on the LCD monitor, so parking and backing-up are both safer and easier.

Tire Pressure Monitoring System [*]

Using an icon on your Nissan's dash, TPMS warns you when tires aren't properly inflated.

Lane Departure Warning [*]

If you unintentionally stray from your lane, this system lets you know with audio and visual alerts.

Blind Spot Warning [*]

Indicators illuminate when the system detects a vehicle in your blind spot, and the system chimes a warning if the turn signal is activated.

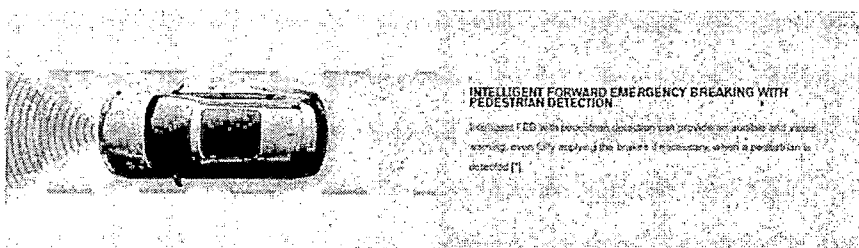
RearView Monitor [*]

When backing-up, the RearView Monitor helps you see what's directly behind you.

Moving Object Detection [*]

Indicators illuminate when the system detects a vehicle in your blind spot, and the system chimes a warning if the turn signal is activated.

Today's Nissan vehicles offer available technologies that help look out for you, and some of them CAN even take action and help you avoid trouble. The available Blind Spot Warning with available Blind Spot Intervention is just one feature in a comprehensive suite of Intelligent Safety Shield Technologies [*]



INTELLIGENT FORWARD EMERGENCY BREAKING WITH PEDESTRIAN DETECTION

Intelligent F.E.B. with pedestrian detection can provide an audible and visual warning, even fully applying the brakes if necessary, when a pedestrian is detected [*]



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EXPERIENCE NISSAN

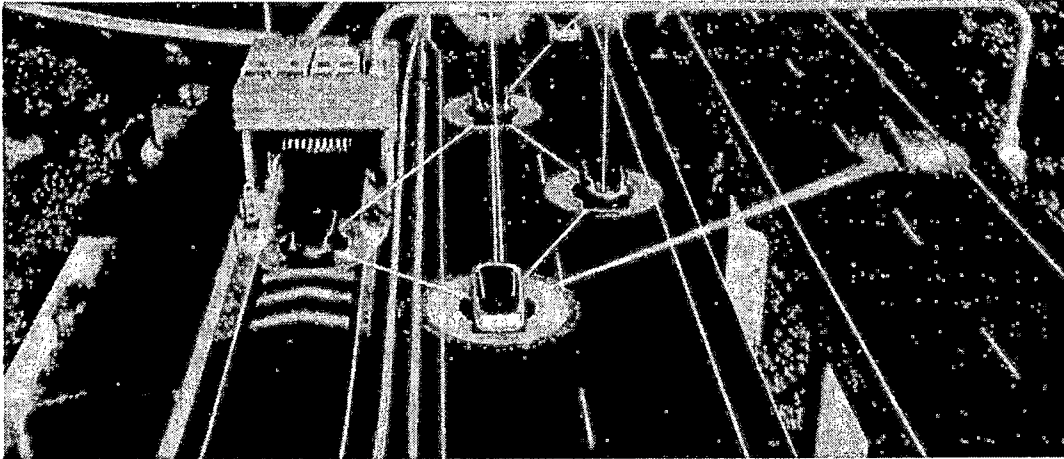
VEHICLES ▾ SHOPPING TOOLS ▾ EXPERIENCE NISSAN ▾ COMMERCIAL VEHICLES ▾

SEARCH 🔍

NISSAN BLOG NISSAN INTELLIGENT MOBILITY FUTURE PERFORMANCE PARTNERSHIPS SOCIAL MEDIA

WHAT IS NISSAN INTELLIGENT MOBILITY?

Cars that can think, communicate, learn, predict, recharge, and do it all as your partner. Nissan Intelligent Mobility is a suite of integrated technology that is designed to increase safety, comfort, and control while driving, connecting you with your vehicle and the world around you. The future of driving has arrived.



NISSAN INTELLIGENT MOBILITY

INTELLIGENT DRIVING
Feel More Confident

INTELLIGENT POWER
Feel More Excited

INTELLIGENT INTEGRATION
Feel More Connected

61. That NISSAN NORTH AMERICA, INC. touted the safety and reliability of the Subject Vehicle and the FEB system while knowing of the FEB Defect and its gross underperformance, is unfair and unconscionable.

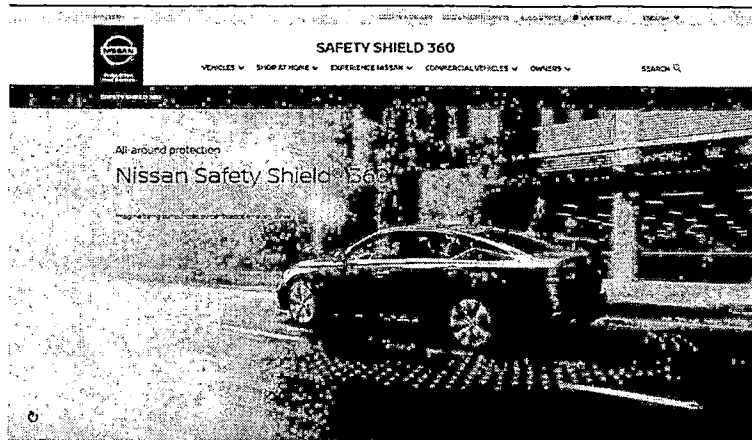
62. Although NISSAN NORTH AMERICA, INC. was aware of the widespread nature of the FEB Defect in the Subject Vehicle, and that it posed grave safety risks, NISSAN NORTH AMERICA, INC. failed to take adequate steps to notify Plaintiff of the FEB Defect and provide relief.

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63. NISSAN NORTH AMERICA, INC. has not recalled the Subject Vehicle to repair the FEB Defect and has downplayed the severity of the FEB Defect in service campaigns. It has not offered Plaintiff a suitable repair or replacement of parts related to the FEB Defect free of charge, or offered to reimburse Plaintiff for costs incurred for repairs related to the FEB Defect.

64. Plaintiff has not received the value for which he bargained when he purchased the Subject Vehicle.

65. NISSAN NORTH AMERICA, INC. has deprived Plaintiff of the benefit of his bargain, exposed him to a dangerous safety defect without any notice, and failed to repair or otherwise remedy the FEB Defect contained in Subject Vehicle. As a result of the FEB Defect, the Subject Vehicle's value has diminished, including without limitation, the vehicle's resale value. Reasonable consumers, like Plaintiff, expect and assume that a vehicle's FEB system and related components are not defective, and will not malfunction while operating the vehicle as it is intended to be operated, and thus did not receive the benefit of their bargain, i.e., the price premium they paid attributable to the FEB system.

66. Plaintiff further expects and assumes that NISSAN NORTH AMERICA, INC. will not sell or lease vehicles with known safety defects, such as the FEB Defect, and will fully disclose any such defect to consumers prior to purchase, or offer a suitable, non-defective repair.

67. NISSAN NORTH AMERICA, INC. had extensive and exclusive notice of the FEB Defect, as detailed above. Additionally, given NISSAN NORTH AMERICA, INC.'s extensive and exclusive knowledge of the FEB Defect, its latency, and NISSAN NORTH AMERICA, INC.'s inability to repair it, any notice requirement would be futile.

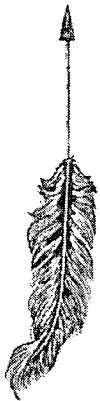


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1 68. However, NISSAN NORTH AMERICA, INC. wrongfully and intentionally
2 concealed, and continues to conceal, from the purchase and/or pre-purchase transaction to the
3 present day, one or more defects in the Subject Vehicle's FEB system that can cause it to falsely
4 engage or otherwise not work as intended ("FEB Defect"). The FEB Defect causes, among other
5 things: (1) the Subject Vehicle to detect non-existent obstacles, thereby automatically triggering
6 the brakes and causing the Subject Vehicle to abruptly slow down or completely stop with no actual
7 need to do so; and/or (2) the FEB system to deactivate itself, thereby distracting the driver and
8 rendering the FEB system disabled and useless. In either scenario, however, the FEB system is not
9 a safety feature, as NISSAN NORTH AMERICA, INC. claimed, but rather an unpredictable and
10 unreasonable safety hazard.

11 69. The FEB Defect can cause the Subject Vehicle to stop without warning during
12 normal and intended vehicle operation, thereby posing an unreasonable safety hazard to drivers,
13 passengers, other motorists, and pedestrians. Plaintiff has reported significant, unexpected,
14 phantom decelerations and stops due to the false engagement of the Subject Vehicle's FEB system,
15 even though no objects – vehicles, pedestrians, or otherwise – were nearby. Additionally, Plaintiff
16 has complained that the FEB system also frequently deactivates itself, detracting his focus from the
17 road and rendering the FEB safety feature useless.

18 70. NISSAN NORTH AMERICA, INC. marketed, and continues to market, the Subject
19 Vehicle, and the FEB system specifically, as safe and reliable. NISSAN NORTH AMERICA, INC.,
20 however, failed to disclose the FEB Defect to Plaintiff, despite its knowledge that the Subject
21 Vehicle was defective and not fit for the intended purpose of providing Plaintiff with a safe and
22 reliable transportation at the time of the purchase and thereafter. NISSAN NORTH AMERICA,
23 INC. has actively concealed, and continues to conceal from Plaintiff the true nature and extent of
24 the FEB Defect after failing to disclose it at the time of purchase, lease, or repair. Had Plaintiff
25 known about the FEB Defect, he would not have purchased the Subject Vehicle, or would have
26 paid less for the Subject Vehicle. As a result of his reliance on NISSAN NORTH AMERICA,
27 INC.'s concealment/omissions, and its active concealment, Plaintiff has suffered an ascertainable
28 loss of money, property, and/or loss in value of the Subject Vehicle.



1 71. Despite notice of the FEB Defect from, among other things, pre-production testing,
2 consumer complaints, warranty data, and dealership repair orders, NISSAN NORTH AMERICA,
3 INC. has not recalled the Subject Vehicle to repair the FEB Defect, has not offered Plaintiff a
4 suitable repair or replacement free of charge, and has not offered to reimburse Plaintiff for costs
5 incurred relating to diagnosing and repairing the FEB Defect, or for the value paid for the FEB
6 feature in the first place. NISSAN NORTH AMERICA, INC. has refused to repair or replace the
7 Subject Vehicle despite that the Subject Vehicle is under a comprehensive warranty, as explained
8 in detail below. Thus, NISSAN NORTH AMERICA, INC. has wrongfully and intentionally
9 transferred the cost of repair of the FEB Defect to Plaintiff by fraudulently concealing the existence
10 of the FEB Defect.

11 72. Under the warranties provided to Plaintiff, NISSAN NORTH AMERICA, INC.
12 promised to repair or replace defective FEB components arising out of defects in materials and/or
13 workmanship, such as the FEB Defect, at no cost to owners or lessors of the Subject Vehicle. For
14 illustrative purposes, NISSAN NORTH AMERICA, INC. offers a 36-month or 36,000-mile Basic
15 Warranty that “covers any repairs needed to corrected effects in materials or workmanship of all
16 parts and components of each new Nissan vehicle supplied by Nissan.”

17 73. NISSAN NORTH AMERICA, INC. and its network of authorized dealers possess
18 exclusive and superior knowledge and information regarding the FEB Defect. Despite this,
19 NISSAN NORTH AMERICA, INC. has failed to notify Plaintiff of the FEB Defect, who could not
20 have reasonably discovered the defect through due diligence. Similarly, NISSAN NORTH
21 AMERICA, INC. has failed to provide Plaintiff with any remedy for the FEB Defect, despite
22 voluminous customer complaints.

23 74. While promoting the standard, quality, and/or grade of the Subject Vehicle,
24 NISSAN NORTH AMERICA, INC. knowingly concealed/omitted, and actively conceals, the
25 existence of the FEB Defect at the time of purchase or lease or otherwise to increase its profits and
26 decrease its costs (by selling additional defective vehicles and transferring to Plaintiff the cost of
27 the repair of the FEB Defect or replacement of the vehicle).

28 75. NISSAN NORTH AMERICA, INC. knowingly omitted, concealed, and suppressed



1 material facts regarding the FEB Defect, and misrepresented the standard, quality, or grade of the
2 Subject Vehicle, all at the time of purchase or lease or otherwise, which directly caused harm to
3 Plaintiff. As a direct result of NISSAN NORTH AMERICA, INC.'s wrongful conduct, Plaintiff
4 has suffered damages, including, *inter alia*: (1) out-of-pocket expenses for repair of the FEB Defect;
5 (2) costs for future repairs or replacements; (3) the sale of the vehicle at a loss; (4) the diminished
6 value of the vehicle; and/or (5) the price premium attributable to the FEB feature.

7 76. Plaintiff therefore asserts claims against NISSAN NORTH AMERICA, INC. for
8 fraud, breach of express and implied warranties, and Violation of the Song-Beverly Act Section
9 1793.2. As alleged herein, NISSAN NORTH AMERICA, INC.'s wrongful conduct has harmed
10 Plaintiff. As such, Plaintiff is entitled to damages.

11 TOLLING OF THE STATUE OF LIMITATIONS

12 77. To the extent there are any statutes of limitation applicable to Plaintiff's claims—
13 including, without limitation, the express warranty, implied warranty, and fraudulent omissions
14 claims—the running of the limitations periods has been tolled by the following doctrines of rules:
15 equitable tolling, the discovery rule, the fraudulent concealment rule, equitable estoppel, the repair
16 doctrine, and/or class action tolling (*e.g.*, the *American Pipe* rule) arising from the pendency of the
17 *Bereda, et al. v. Nissan North America, Inc.* matter (USDC Middle District of Tennessee, 3:22-cv-
18 00098).

19 78. Plaintiff had no way of knowing about Defendant's deception regarding the
20 Automatic Emergency Braking and Forward Collision Warning Systems defect until the
21 manifestation of the defect manifested and Defendant was unable to repair it after a reasonable
22 number of repair opportunities.

23 79. Plaintiff could not have discovered, through exercising reasonable diligence, that
24 Defendant was concealing the Automatic Emergency Braking and Forward Collision Warning
25 Systems defect and Defendant's conduct alleged herein within the time period of any applicable
26 statutes of limitation.

27 80. Plaintiff did not discover the facts that would have caused a reasonable person to
28 suspect that Defendant had concealed information about the Automatic Emergency Braking and



1 Forward Collision Warning Systems Defect in Nissan vehicles until shortly before this action was
2 filed.

3 81. Defendant owed a continuous duty to disclose to Plaintiff the accurate character,
4 quality, and nature of Nissan vehicles suffering from the Emergency Brake Defect, and the
5 inescapable repairs, costs, and damages resulting from the Emergency Brake Defect.

6 82. The status of limitations is tolled by various unsuccessful attempts to repair the
7 Subject Vehicle.

8 **DEMAND FOR JURY TRIAL**

9 83. Plaintiff, BRYAN ZAMBRANO, hereby demands trial by jury in this action.

10 **FIRST CAUSE OF ACTION**

11 **Violation of the Song-Beverly Act – Breach of Express Warranty**

12 84. Plaintiff incorporates herein by reference each and every allegation contained in the
13 preceding and succeeding paragraphs as though herein fully restated and re-alleged.

14 85. These causes of action arise out of warranty and repair obligations of NISSAN
15 NORTH AMERICA, INC. in connection with a vehicle that Plaintiff purchased and for which
16 NISSAN NORTH AMERICA, INC. issued a written warranty. The warranty was not issued by the
17 selling dealership.

18 86. The Subject Vehicle was delivered to Plaintiff with serious defects and
19 nonconformities to warranty and developed other serious defects and nonconformities to warranty
20 including, but not limited to, electrical and suspension system defects.

21 87. Pursuant to the Song-Beverly Consumer Warranty Act (herein after the “Act”) Civil
22 Code sections 1790 *et seq.*, the Subject Vehicle constitutes a “consumer good” used primarily for
23 family or household purposes, and Plaintiff has used the vehicle primarily for those purposes.

24 88. Plaintiff is a “buyer” of consumers goods under the Act.

25 89. Defendant NISSAN NORTH AMERICA, INC. is a “manufacturer” and/or
26 “distributor” under the Act.

27 90. The foregoing defects and nonconformities to warranty manifested themselves in
28 the Subject Vehicle within the applicable express warranty period. The nonconformities



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1 substantially impair the vehicle's use, value, and/or safety.

2 91. Plaintiff delivered the Subject Vehicle to an authorized NISSAN NORTH
3 AMERICA, INC. repair facility for repair of the nonconformities.

4 92. Defendant was unable to conform the Subject Vehicle to the applicable express
5 warranty after a reasonable number of repair attempts.

6 93. Notwithstanding Plaintiff's entitlement, Defendant NISSAN NORTH AMERICA,
7 INC. has failed to either promptly replace the new motor vehicle or to promptly make restitution
8 in accordance with the Song-Beverly Act.

9 94. By failure of Defendant to remedy the defects as alleged above, or to issue a refund
10 or replacement vehicle, Defendant is in breach of its obligations under the Song-Beverly Act.

11 95. Under the Act, Plaintiff is entitled to reimbursement of the price paid for the Subject
12 Vehicle, less that amount directly attributable to use by the Plaintiff prior to the first presentation
13 of the nonconformities.

14 96. Plaintiff is entitled to all incidental, consequential, and general damages resulting
15 from Defendant's failure to comply with its obligations under the Song-Beverly Act.

16 97. Plaintiff is entitled under the Song-Beverly Act to recover as part of the judgment a
17 sum equal to the aggregate amount of costs and expenses, including attorney's fees, reasonably
18 incurred in connection with the commencement and prosecution of this action.

19 98. Because Defendant willfully violated the Song-Beverly Act, Plaintiff is entitled in
20 addition to the amounts recovered, a civil penalty of up to two times the amount of actual damages
21 for NISSAN NORTH AMERICA, INC.'s willful failure to comply with its responsibilities under
22 the Act.

23 **SECOND CAUSE OF ACTION**

24 **Violation of the Song-Beverly Act – Breach of Implied Warranty**

25 99. Plaintiff incorporates herein by reference each and every allegation contained in the
26 preceding and succeeding paragraphs as though herein fully restated and re-alleged.

27 100. NISSAN NORTH AMERICA, INC. and its authorized dealership at which Plaintiff
28 purchased the Subject Vehicle had reason to know the purpose of the Subject Vehicle at the time



1 of the purchase of the Subject Vehicle. The sale of the Subject Vehicle was accompanied by
2 implied warranties provided for under the law.

3 101. Among other warranties, the sale of the Subject Vehicle was accompanied by an
4 implied warranty that the Subject Vehicle was merchantable pursuant to Civil Code section 1792.

5 102. Pursuant to Civil Code section 1791.1 (a), the implied warranty of merchantability
6 means and includes that the Vehicle will comply with each of the following requirements: (1) The
7 Vehicle will pass without objection in the trade under the contract description; (2) The Vehicle is
8 fit for the ordinary purposes for which such goods are used; (3) The Vehicle is adequately
9 contained, packaged, and labelled; (4) The Vehicle will conform to the promises or affirmations of
10 fact made on the container or label.

11 103. The Subject Vehicle was not fit for the ordinary purpose for which such goods are
12 used because it was equipped with one or more defective vehicle systems/components.

13 104. The Subject Vehicle did not measure up to the promises or facts stated on the
14 container or label because it was equipped with one or more defective vehicle systems/components.

15 105. The Subject Vehicle was not of the same quality as those generally accepted in the
16 trade because it was purchased with one or more defective vehicle systems/components which
17 manifested as electrical and suspension system defects.

18 106. Upon information and belief, the defective vehicle systems and components were
19 present at the time of sale of the Subject Vehicle; thus, extending the duration of any implied
20 warranty under *Mexia v. Rinker Boat Co., Inc.*, 174 Cal. App. 4th 1297, 1304–1305 (2009), and
21 other applicable laws.

22 107. Plaintiff is entitled to justifiably revoke acceptance of the Subject Vehicle under
23 Civil Code, section 1794, *et seq.*

24 108. Plaintiff hereby revokes acceptance of the Subject Vehicle.

25 109. Plaintiff is entitled to replacement or reimbursement pursuant to Civil Code, section
26 1794, *et seq.*

27 110. Plaintiff is entitled to rescission of the contract pursuant to Civil Code, section 1794,
28 *et seq.* and Commercial Code, section 2711.



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111. Plaintiff is entitled to recover any incidental, consequential, and/or "cover" damages under Commercial Code, sections 2711, 2712, and Civil Code, section 1794, *et seq.*

THIRD CAUSE OF ACTION

Violation of the Song-Beverly Act Section 1793.2(b)

112. Plaintiff incorporates herein by reference each and every allegation contained in the preceding and succeeding paragraphs as though herein fully restated and re-alleged.

113. Pursuant to Civil Code, section 1793.2, subdivision (a), a manufacturer that sells consumer goods in California, for which it has made an express warranty, shall maintain service and repair facilities or designate and authorize independent service and repair facilities to carry out the terms of those warranties.

114. Pursuant to Civil Code, section 1793.2, subdivision (b), when service and repair of goods are necessary because they do not conform with the applicable express warranties, service and repair shall be commenced within a reasonable time by the manufacturer or its representative.

115. Civil Code, section 1793.2, subdivision (b), further provides that goods shall be serviced or repaired so as to conform to the applicable warranties within 30 days and/or within a reasonable time.

116. The sale of the Subject Vehicle was accompanied by express warranties, including a warranty guaranteeing that the Subject Vehicle was safe to drive and not equipped with defective parts, including that of the suspension, structural, emissions, electrical, transmission, steering, and engine systems.

117. Plaintiff delivered the Subject Vehicle to NISSAN NORTH AMERICA, INC.'s authorized service representatives on multiple occasions for repairs of defects, which amount to nonconformities to the express warranties that accompanied the purchase of the Subject Vehicle.

118. Defendant's authorized facilities did not conform the Subject Vehicle to warranty within 30-days and/or commence repairs within a reasonable time, and NISSAN NORTH AMERICA, INC. has failed to tender the Subject Vehicle back to Plaintiff in conformance with its warranties within the timeframes set forth in Civil Code section 1793.2(b).

119. Plaintiff is entitled to justifiably revoke acceptance of the Subject Vehicle under



1 Civil Code, section 1794, *et seq.*

2 120. Plaintiff hereby revokes acceptance of the Subject Vehicle.

3 121. Plaintiff is entitled to replacement or reimbursement pursuant to Civil Code, section
4 1794, *et seq.*

5 122. Plaintiff is entitled to rescission of the contract pursuant to Civil Code section 1794,
6 *et seq.* and Commercial Code, section 2711.

7 123. Plaintiff is entitled to recover any “cover” damages under Commercial Code
8 sections 2711, 2712, and Civil Code, section 1794, *et seq.*

9 124. Plaintiff is entitled to recover all incidental and consequential damages pursuant to
10 1794 *et seq* and Commercial Code sections, 2711, 2712, and 2713 *et seq.*

11 125. Plaintiff is entitled in addition to the amounts recovered, a civil penalty of up to two
12 times the amount of actual damages given that NISSAN NORTH AMERICA, INC. willfully failed
13 to comply with its responsibilities under the Act.

14 **FOURTH CAUSE OF ACTION**

15 **Fraud - Fraudulent Inducement – Concealment**

16 126. Plaintiff incorporates herein by reference each and every allegation contained in the
17 preceding and succeeding paragraphs as though herein fully restated and re-alleged.

18 127. NISSAN NORTH AMERICA, INC. intentionally and knowingly falsely concealed,
19 suppressed, and/or omitted material facts including the standard, quality or grade of the Subject
20 Vehicle and the fact that the FEB system in the Subject Vehicle is defective, exposing drivers,
21 occupants, and members of the public to safety risks with the intent that Plaintiff rely on NISSAN
22 NORTH AMERICA, INC.’s omissions. As a direct result of Defendants’ fraudulent conduct,
23 Plaintiff has suffered actual damages.

24 128. As a result of NISSAN NORTH AMERICA, INC.’s failure to disclose to Plaintiff
25 the material fact that the FEB system in the Subject Vehicle is defective, Plaintiff is required to
26 spend thousands of dollars to repair or replace the FEB Defect or sell the vehicle at a substantial
27 loss. The fact that the FEB system in the Subject Vehicle is defective is material because no
28 reasonable consumer expects that he or them will have to spend thousands of dollars for diagnosis,



1 repair, or replacement of the FEB Defect, and because Plaintiff has a reasonable expectation that
2 the vehicles would not suffer from the FEB Defect.

3 129. The fact that the FEB system installed in the Subject Vehicle is defective is also
4 material because it presents a safety risk and places the driver and occupants at risk of serious injury
5 or death. Because of the FEB Defect, the Subject Vehicle may suddenly brake automatically while
6 driving in traffic. Drivers and occupants of the Subject Vehicle are at risk for rear-end collisions
7 and other accidents caused by the FEB Defect, and the general public is also at risk for being
8 involved in an accident with a Subject Vehicle. Plaintiff would not have purchased the Subject
9 Vehicle but for NISSAN NORTH AMERICA, INC.'s omissions and concealment of material facts
10 regarding the nature and quality of the Subject Vehicle and existence of the FEB Defect, or would
11 have paid less for the Subject Vehicle.

12 130. NISSAN NORTH AMERICA, INC. knew that its concealment and suppression of
13 material facts was false and misleading and knew the effect of concealing those material facts.
14 NISSAN NORTH AMERICA, INC. knew that its concealment and suppression of the FEB Defect
15 would sell more vehicles.

16 131. Despite notice of the FEB Defect from, among other things, pre-production testing,
17 numerous consumer complaints, warranty data, and dealership repair orders, NISSAN NORTH
18 AMERICA, INC. has not recalled the Subject Vehicle to repair the Defect, has not offered its
19 customers a suitable repair or replacement free of charge, and has not offered to reimburse Plaintiff
20 for the costs incurred relating to diagnosing and repairing the FEB Defect or for the premium price
21 that paid for the FEB feature.

22 132. At minimum, NISSAN NORTH AMERICA, INC. knew about the FEB Defect by
23 way of customer complaints filed with affiliated dealerships and through the NHTSA, as
24 extensively documented above. As such, NISSAN NORTH AMERICA, INC. acted with malice,
25 oppression, and fraud. Plaintiff reasonably relied upon Defendants' knowing, affirmative and active
26 false representations, concealment, and omissions. As a direct and proximate result of NISSAN
27 NORTH AMERICA, INC. false representations, omissions, and active concealment of material
28 facts regarding the FEB Defect, Plaintiff has suffered actual damages in an amount to be determined



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1 at trial.

2 133. NISSAN NORTH AMERICA, INC. and its agents intentionally concealed and
3 failed to disclose facts relating to the Automatic Emergency Braking and Forward Collision
4 Warning Systems Defect.

5 134. Defendant was the only party with knowledge of the Automatic Emergency Braking
6 and Forward Collision Warning Systems Defect because that knowledge came from internal reports
7 such as pre-release testing data, customer complaints made directly to Defendant, and technical
8 service bulletins. None of this information was available to the public, nor did Defendant publicly
9 or privately disclose any of the information to Plaintiff. NISSAN NORTH AMERICA, INC. had
10 exclusive knowledge of the defect as described in detail hereinabove.

11 135. NISSAN NORTH AMERICA, INC. actively concealed information from the
12 public, preventing Plaintiff from discovering any of the concealed facts as described in detail
13 hereinabove.

14 136. Further, NISSAN NORTH AMERICA, INC. has learned more about the Automatic
15 Emergency Braking and Forward Collision Warning Systems Defect and has intentionally
16 concealed and suppressed that information; Nissan has failed to recall the effected vehicles or
17 otherwise inform Plaintiff of the Automatic Emergency Braking and Forward Collision Warning
18 Systems Defect.

19 137. Prior to the date of sale, on the date of sale, and on the date of each of the repair
20 attempts, NISSAN NORTH AMERICA, INC. had an opportunity to disclose the Automatic
21 Emergency Braking and Forward Collision Warning Systems Defect to Plaintiff, but instead
22 concealed from and failed to disclose to Plaintiff, any of the known irreparable issues with the
23 Subject Vehicle.

24 138. NISSAN NORTH AMERICA, INC. intended to deceive Plaintiff by concealing the
25 known issues with the Automatic Emergency Braking and Forward Collision Warning Systems
26 Defect in an effort to sell the Subject Vehicle at a maximum price.

27 139. NISSAN NORTH AMERICA, INC. knew of the specific issues affecting the
28 Subject Vehicle, including the defective Automatic Emergency Braking and Forward Collision



1 Warning Systems Defect, prior to the sale of the Subject Vehicle. Plaintiff's Vehicle was sold after
2 NISSAN NORTH AMERICA, INC. acknowledged these problems in Automatic Emergency
3 Braking and Forward Collision Warning Systems Defect without any disclosure to Plaintiff
4 regarding the same. When Plaintiff experienced repeated problems with the Automatic Emergency
5 Braking and Forward Collision Warning Systems Defect in the Subject Vehicle and delivered it to
6 NISSAN NORTH AMERICA, INC.'s authorized repair facility for evaluation and repair, NISSAN
7 NORTH AMERICA, INC. and its agents continued to conceal the known Automatic Emergency
8 Braking and Forward Collision Warning Systems Defect and repeatedly represented to Plaintiff
9 that they were able to, and did fix the issue.

10 140. Plaintiff did not know about the Automatic Emergency Braking and Forward
11 Collision Warning Systems Defect at the time of the vehicle's sale. Plaintiff also did not know of
12 the irreparable nature of the problems at the time of any of the repair attempts because NISSAN
13 NORTH AMERICA, INC. and its agents repeatedly represented that they were able to fix the
14 Subject Vehicle upon return of the vehicle to Plaintiff.

15 141. Had NISSAN NORTH AMERICA, INC. and/or its agents publicly or privately
16 disclosed the Automatic Emergency Braking and Forward Collision Warning Systems Defect to
17 Plaintiff at or prior to the sale, Plaintiff would not have purchased the Subject Vehicle.

18 142. Plaintiff was harmed by Defendant's concealment of the Automatic Emergency
19 Braking and Forward Collision Warning Systems Defect because Plaintiff was induced to enter
20 into the sale of a vehicle that he would not have otherwise purchased.

21 143. Plaintiff is a reasonable consumer who interacted with NISSAN NORTH
22 AMERICA, INC.'s sales representatives and/or reviewed materials distributed by Defendant
23 concerning Nissan vehicles prior to Plaintiff's purchase of the Subject Vehicle. Plaintiff would have
24 been aware of the Automatic Emergency Braking and Forward Collision Warning Systems Defect
25 and would not have leased and/or purchased the Subject Vehicle if Defendant had disclosed the
26 Emergency Brake Defect and its associated safety hazards to its sales representatives and/or the
27 consumer public.

28 144. Defendant's concealment of these defects was a substantial factor in causing



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1 Plaintiff's harm.

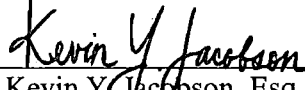
2 **PRAYER FOR RELIEF**

3 WHEREFORE, Plaintiff prays for judgment against Defendant, as follows:

- 4 1. For general, special, and actual damages according to proof at trial;
- 5 2. For rescission of the purchase contract and restitution of all monies expended;
- 6 3. For diminution in value;
- 7 4. For incidental and consequential damages according to proof at trial;
- 8 5. For civil penalty in the amount of two times Plaintiff's actual damages;
- 9 6. For punitive damages;
- 10 7. For prejudgment interest at the legal rate;
- 11 8. For reasonable attorney's fees and costs of suit; and
- 12 For such other and further relief as the Court deems just and proper under the circumstances.

13 Dated: July 17, 2023

14 **QUILL & ARROW, LLP**

15 

16 Kevin Y. Jacobson, Esq.

17 Allen Amarkarian, Esq.

18 Attorneys for Plaintiff,

19 **BRYAN ZAMBRANO**

20 Plaintiff, BRYAN ZAMBRANO, hereby demands trial by jury in this action.

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SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES		Reserved for Clerk's File Stamp <div style="text-align: center;"> FILED Superior Court of California County of Los Angeles 07/17/2023 David W. Slayton, Executive Officer / Clerk of Court By: <u>M. Ceballos</u> Deputy </div>
COURTHOUSE ADDRESS: Norwalk Courthouse 12720 Norwalk Blvd., Norwalk, CA 90650		
NOTICE OF CASE ASSIGNMENT UNLIMITED CIVIL CASE		
Your case is assigned for all purposes to the judicial officer indicated below.		CASE NUMBER: 23NWCV02196

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT

	ASSIGNED JUDGE	DEPT	ROOM		ASSIGNED JUDGE	DEPT	ROOM
✓	Olivia Rosales	F					

Given to the Plaintiff/Cross-Complainant/Attorney of Record David W. Slayton, Executive Officer / Clerk of Court
 on 07/18/2023 (Date) By M. Ceballos, Deputy Clerk

INSTRUCTIONS FOR HANDLING UNLIMITED CIVIL CASES

The following critical provisions of the California Rules of Court, Title 3, Division 7, as applicable in the Superior Court, are summarized for your assistance.

APPLICATION

The Division 7 Rules were effective January 1, 2007. They apply to all general civil cases.

PRIORITY OVER OTHER RULES

The Division 7 Rules shall have priority over all other Local Rules to the extent the others are inconsistent.

CHALLENGE TO ASSIGNED JUDGE

A challenge under Code of Civil Procedure Section 170.6 must be made within **15** days after notice of assignment for all purposes to a judge, or if a party has not yet appeared, within 15 days of the first appearance.

TIME STANDARDS

Cases assigned to the Independent Calendaring Courts will be subject to processing under the following time standards:

COMPLAINTS

All complaints shall be served within 60 days of filing and proof of service shall be filed within 90 days.

CROSS-COMPLAINTS

Without leave of court first being obtained, no cross-complaint may be filed by any party after their answer is filed. Cross-complaints shall be served within 30 days of the filing date and a proof of service filed within 60 days of the filing date.

STATUS CONFERENCE

A status conference will be scheduled by the assigned Independent Calendar Judge no later than 270 days after the filing of the complaint. Counsel must be fully prepared to discuss the following issues: alternative dispute resolution, bifurcation, settlement, trial date, and expert witnesses.

FINAL STATUS CONFERENCE

The Court will require the parties to attend a final status conference not more than 10 days before the scheduled trial date. All parties shall have motions in limine, bifurcation motions, statements of major evidentiary issues, dispositive motions, requested form jury instructions, special jury instructions, and special jury verdicts timely filed and served prior to the conference. These matters may be heard and resolved at this conference. At least five days before this conference, counsel must also have exchanged lists of exhibits and witnesses, and have submitted to the court a brief statement of the case to be read to the jury panel as required by Chapter Three of the Los Angeles Superior Court Rules.

SANCTIONS

The court will impose appropriate sanctions for the failure or refusal to comply with Chapter Three Rules, orders made by the Court, and time standards or deadlines established by the Court or by the Chapter Three Rules. Such sanctions may be on a party, or if appropriate, on counsel for a party.

This is not a complete delineation of the Division 7 or Chapter Three Rules, and adherence only to the above provisions is therefore not a guarantee against the imposition of sanctions under Trial Court Delay Reduction. Careful reading and compliance with the actual Chapter Rules is imperative.

Class Actions

Pursuant to Local Rule 2.3, all class actions shall be filed at the Stanley Mosk Courthouse and are randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be a class action it will be returned to an Independent Calendar Courtroom for all purposes.

***Provisionally Complex Cases**

Cases filed as provisionally complex are initially assigned to the Supervising Judge of complex litigation for determination of complex status. If the case is deemed to be complex within the meaning of California Rules of Court 3.400 et seq., it will be randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be complex, it will be returned to an Independent Calendar Courtroom for all purposes.



Superior Court of California, County of Los Angeles

ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKAGE

THE PLAINTIFF MUST SERVE THIS ADR INFORMATION PACKAGE ON EACH PARTY WITH THE COMPLAINT.

CROSS-COMPLAINANTS must serve this ADR Information Package on any new parties named to the action with the cross-complaint.

What is ADR?

ADR helps people find solutions to their legal disputes without going to trial. The main types of ADR are negotiation, mediation, arbitration, and settlement conferences. When ADR is done by phone, videoconference or computer, it may be called Online Dispute Resolution (ODR). These alternatives to litigation and trial are described below.

Advantages of ADR

- **Saves Time:** ADR is faster than going to trial.
- **Saves Money:** Parties can save on court costs, attorney's fees, and witness fees.
- **Keeps Control** (with the parties): Parties choose their ADR process and provider for voluntary ADR.
- **Reduces Stress/Protects Privacy:** ADR is done outside the courtroom, in private offices, by phone or online.

Disadvantages of ADR

- **Costs:** If the parties do not resolve their dispute, they may have to pay for ADR, litigation, and trial.
- **No Public Trial:** ADR does not provide a public trial or decision by a judge or jury.

Main Types of ADR

1. **Negotiation:** Parties often talk with each other in person, or by phone or online about resolving their case with a settlement agreement instead of a trial. If the parties have lawyers, they will negotiate for their clients.
2. **Mediation:** In mediation, a neutral mediator listens to each person's concerns, helps them evaluate the strengths and weaknesses of their case, and works with them to try to create a settlement agreement that is acceptable to all. Mediators do not decide the outcome. Parties may go to trial if they decide not to settle.

Mediation may be appropriate when the parties

- want to work out a solution but need help from a neutral person.
- have communication problems or strong emotions that interfere with resolution.

Mediation may not be appropriate when the parties

- want a public trial and want a judge or jury to decide the outcome.
- lack equal bargaining power or have a history of physical/emotional abuse.

How to Arrange Mediation in Los Angeles County

Mediation for **civil cases** is voluntary and parties may select any mediator they wish. Options include:

a. **The Civil Mediation Vendor Resource List**

If all parties in an active civil case agree to mediation, they may contact these organizations to request a "Resource List Mediation" for mediation at reduced cost or no cost (for selected cases).

- **ADR Services, Inc.** Assistant Case Manager Janet Solis, janet@adrservices.com
(213) 683-1600
- **Mediation Center of Los Angeles** Program Manager info@mediationLA.org
(833) 476-9145

These organizations cannot accept every case and they may decline cases at their discretion. They may offer online mediation by video conference for cases they accept. Before contacting these organizations, review important information and FAQs at www.lacourt.org/ADR.Res.List

NOTE: The Civil Mediation Vendor Resource List program does not accept family law, probate, or small claims cases.

b. **Los Angeles County Dispute Resolution Programs.** Los Angeles County-funded agencies provide mediation services on the day of hearings in small claims, unlawful detainer (eviction), civil harassment, and limited civil (collections and non-collection) cases.

<https://dcba.lacounty.gov/countywidedrp/>

Online Dispute Resolution (ODR). Parties in small claims and unlawful detainer (eviction) cases should carefully review the Notice and other information they may receive about (ODR) requirements for their case. <https://my.lacourt.org/odr/>

c. Mediators and ADR and Bar organizations that provide mediation may be found on the internet.

3. **Arbitration:** Arbitration is less formal than trial, but like trial, the parties present evidence and arguments to the person who decides the outcome. In "binding" arbitration, the arbitrator's decision is final; there is no right to trial. In "nonbinding" arbitration, any party can request a trial after the arbitrator's decision. For more information about arbitration, visit

<https://www.courts.ca.gov/programs-adr.htm>

4. **Mandatory Settlement Conferences (MSC):** MSCs are ordered by the Court and are often held close to the trial date or on the day of trial. The parties and their attorneys meet with a judge or settlement officer who does not make a decision but who instead assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement. For information about the Court's MSC programs for civil cases, visit <https://www.lacourt.org/division/civil/C10047.aspx>

Los Angeles Superior Court ADR website: <https://www.lacourt.org/division/civil/C10109.aspx>

For general information and videos about ADR, visit <http://www.courts.ca.gov/programs-adr.htm>

VOLUNTARY EFFICIENT LITIGATION STIPULATIONS



Superior Court of California
County of Los Angeles

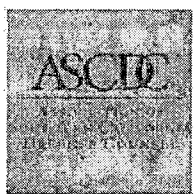


Los Angeles County
Bar Association
Litigation Section

Los Angeles County
Bar Association Labor and
Employment Law Section



Consumer Attorneys
Association of Los Angeles



Southern California
Defense Counsel



Association of
Business Trial Lawyers



California Employment
Lawyers Association

The Early Organizational Meeting Stipulation, Discovery Resolution Stipulation, and Motions in Limine Stipulation are voluntary stipulations entered into by the parties. The parties may enter into one, two, or all three of the stipulations; however, they may not alter the stipulations as written, because the Court wants to ensure uniformity of application. These stipulations are meant to encourage cooperation between the parties and to assist in resolving issues in a manner that promotes economic case resolution and judicial efficiency.

The following organizations endorse the goal of promoting efficiency in litigation and ask that counsel consider using these stipulations as a voluntary way to promote communications and procedures among counsel and with the court to fairly resolve issues in their cases.

◆ Los Angeles County Bar Association Litigation Section ◆

◆ Los Angeles County Bar Association Labor and Employment Law Section ◆

◆ Consumer Attorneys Association of Los Angeles ◆

◆ Southern California Defense Counsel ◆

◆ Association of Business Trial Lawyers ◆

◆ California Employment Lawyers Association ◆

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.:		FAX NO. (Optional):	
E-MAIL ADDRESS (Optional):			
ATTORNEY FOR (Name):			
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			
STIPULATION – EARLY ORGANIZATIONAL MEETING			CASE NUMBER:

This stipulation is intended to encourage cooperation among the parties at an early stage in the litigation and to assist the parties in efficient case resolution.

The parties agree that:

1. The parties commit to conduct an initial conference (in-person or via teleconference or via videoconference) within 15 days from the date this stipulation is signed, *to discuss and consider whether there can be agreement on the following:*
 - a. Are motions to challenge the pleadings necessary? If the issue can be resolved by amendment as of right, or if the Court would allow leave to amend, could an amended complaint resolve most or all of the issues a demurrer might otherwise raise? If so, the parties agree to work through pleading issues so that a demurrer need only raise issues they cannot resolve. Is the issue that the defendant seeks to raise amenable to resolution on demurrer, or would some other type of motion be preferable? Could a voluntary targeted exchange of documents or information by any party cure an uncertainty in the pleadings?
 - b. Initial mutual exchanges of documents at the "core" of the litigation. (For example, in an employment case, the employment records, personnel file and documents relating to the conduct in question could be considered "core." In a personal injury case, an incident or police report, medical records, and repair or maintenance records could be considered "core.");
 - c. Exchange of names and contact information of witnesses;
 - d. Any insurance agreement that may be available to satisfy part or all of a judgment, or to indemnify or reimburse for payments made to satisfy a judgment;
 - e. Exchange of any other information that might be helpful to facilitate understanding, handling, or resolution of the case in a manner that preserves objections or privileges by agreement;
 - f. Controlling issues of law that, if resolved early, will promote efficiency and economy in other phases of the case. Also, when and how such issues can be presented to the Court;
 - g. Whether or when the case should be scheduled with a settlement officer, what discovery or court ruling on legal issues is reasonably required to make settlement discussions meaningful, and whether the parties wish to use a sitting judge or a private mediator or other options as

SHORT TITLE:

CASE NUMBER:

discussed in the "Alternative Dispute Resolution (ADR) Information Package" served with the complaint;

- h. Computation of damages, including documents, not privileged or protected from disclosure, on which such computation is based;
 - i. Whether the case is suitable for the Expedited Jury Trial procedures (see information at www.lacourt.org under "Civil" and then under "General Information").
2. The time for a defending party to respond to a complaint or cross-complaint will be extended to _____ for the complaint, and _____ for the cross-complaint, which is comprised of the 30 days to respond under Government Code § 68616(b), and the 30 days permitted by Code of Civil Procedure section 1054(a), good cause having been found by the Civil Supervising Judge due to the case management benefits provided by this Stipulation. A copy of the General Order can be found at www.lacourt.org under "Civil", click on "General Information", then click on "Voluntary Efficient Litigation Stipulations".
(INSERT DATE) (INSERT DATE)
 3. The parties will prepare a joint report titled "Joint Status Report Pursuant to Initial Conference and Early Organizational Meeting Stipulation, and if desired, a proposed order summarizing results of their meet and confer and advising the Court of any way it may assist the parties' efficient conduct or resolution of the case. The parties shall attach the Joint Status Report to the Case Management Conference statement, and file the documents when the CMC statement is due.
 4. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day

The following parties stipulate:

Date:

(TYPE OR PRINT NAME)

>

(ATTORNEY FOR PLAINTIFF)

Date:

(TYPE OR PRINT NAME)

>

(ATTORNEY FOR DEFENDANT)

Date:

(TYPE OR PRINT NAME)

>

(ATTORNEY FOR DEFENDANT)

Date:

(TYPE OR PRINT NAME)

>

(ATTORNEY FOR DEFENDANT)

Date:

(TYPE OR PRINT NAME)

>

(ATTORNEY FOR _____)

Date:

(TYPE OR PRINT NAME)

>

(ATTORNEY FOR _____)

Date:

(TYPE OR PRINT NAME)

>

(ATTORNEY FOR _____)

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		FAX NO. (Optional):	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			CASE NUMBER:
STIPULATION – DISCOVERY RESOLUTION			

This stipulation is intended to provide a fast and informal resolution of discovery issues through limited paperwork and an informal conference with the Court to aid in the resolution of the issues.

The parties agree that:

1. Prior to the discovery cut-off in this action, no discovery motion shall be filed or heard unless the moving party first makes a written request for an Informal Discovery Conference pursuant to the terms of this stipulation.
2. At the Informal Discovery Conference the Court will consider the dispute presented by parties and determine whether it can be resolved informally. Nothing set forth herein will preclude a party from making a record at the conclusion of an Informal Discovery Conference, either orally or in writing.
3. Following a reasonable and good faith attempt at an informal resolution of each issue to be presented, a party may request an Informal Discovery Conference pursuant to the following procedures:
 - a. The party requesting the Informal Discovery Conference will:
 - i. File a Request for Informal Discovery Conference with the clerk's office on the approved form (copy attached) and deliver a courtesy, conformed copy to the assigned department;
 - ii. Include a brief summary of the dispute and specify the relief requested; and
 - iii. Serve the opposing party pursuant to any authorized or agreed method of service that ensures that the opposing party receives the Request for Informal Discovery Conference no later than the next court day following the filing.
 - b. Any Answer to a Request for Informal Discovery Conference must:
 - i. Also be filed on the approved form (copy attached);
 - ii. Include a brief summary of why the requested relief should be denied;

- iii. Be filed within two (2) court days of receipt of the Request; and
 - iv. Be served on the opposing party pursuant to any authorized or agreed upon method of service that ensures that the opposing party receives the Answer no later than the next court day following the filing.
- c. No other pleadings, including but not limited to exhibits, declarations, or attachments, will be accepted.
- d. If the Court has not granted or denied the Request for Informal Discovery Conference within ten (10) days following the filing of the Request, then it shall be deemed to have been denied. If the Court acts on the Request, the parties will be notified whether the Request for Informal Discovery Conference has been granted or denied and, if granted, the date and time of the Informal Discovery Conference, which must be within twenty (20) days of the filing of the Request for Informal Discovery Conference.
- e. If the conference is not held within twenty (20) days of the filing of the Request for Informal Discovery Conference, unless extended by agreement of the parties and the Court, then the Request for the Informal Discovery Conference shall be deemed to have been denied at that time.
4. If (a) the Court has denied a conference or (b) one of the time deadlines above has expired without the Court having acted or (c) the Informal Discovery Conference is concluded without resolving the dispute, then a party may file a discovery motion to address unresolved issues.
5. The parties hereby further agree that the time for making a motion to compel or other discovery motion is tolled from the date of filing of the Request for Informal Discovery Conference until (a) the request is denied or deemed denied or (b) twenty (20) days after the filing of the Request for Informal Discovery Conference, whichever is earlier, unless extended by Order of the Court.
- It is the understanding and intent of the parties that this stipulation shall, for each discovery dispute to which it applies, constitute a writing memorializing a "specific later date to which the propounding [or demanding or requesting] party and the responding party have agreed in writing," within the meaning of Code Civil Procedure sections 2030.300(c), 2031.320(c), and 2033.290(c).
6. Nothing herein will preclude any party from applying *ex parte* for appropriate relief, including an order shortening time for a motion to be heard concerning discovery.
7. Any party may terminate this stipulation by giving twenty-one (21) days notice of intent to terminate the stipulation.
8. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day.

SHORT TITLE:	CASE NUMBER:
--------------	--------------

The following parties stipulate:

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

➤

(ATTORNEY FOR PLAINTIFF)

➤

(ATTORNEY FOR DEFENDANT)

➤

(ATTORNEY FOR DEFENDANT)

➤

(ATTORNEY FOR DEFENDANT)

➤

(ATTORNEY FOR _____)

➤

(ATTORNEY FOR _____)

➤

(ATTORNEY FOR _____)

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NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		FAX NO. (Optional):	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			CASE NUMBER:
INFORMAL DISCOVERY CONFERENCE (pursuant to the Discovery Resolution Stipulation of the parties)			

1. This document relates to:

☐
☐

Request for Informal Discovery Conference
 Answer to Request for Informal Discovery Conference

2. Deadline for Court to decide on Request: _____ (insert date 10 calendar days following filing of the Request).

3. Deadline for Court to hold Informal Discovery Conference: _____ (insert date 20 calendar days following filing of the Request).

4. For a Request for Informal Discovery Conference, briefly describe the nature of the discovery dispute, including the facts and legal arguments at issue. For an Answer to Request for Informal Discovery Conference, briefly describe why the Court should deny the requested discovery, including the facts and legal arguments at issue.

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		FAX NO. (Optional):	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			CASE NUMBER:
STIPULATION AND ORDER – MOTIONS IN LIMINE			

This stipulation is intended to provide fast and informal resolution of evidentiary issues through diligent efforts to define and discuss such issues and limit paperwork.

The parties agree that:

1. At least ____ days before the final status conference, each party will provide all other parties with a list containing a one paragraph explanation of each proposed motion in limine. Each one paragraph explanation must identify the substance of a single proposed motion in limine and the grounds for the proposed motion.
2. The parties thereafter will meet and confer, either in person or via teleconference or videoconference, concerning all proposed motions in limine. In that meet and confer, the parties will determine:
 - a. Whether the parties can stipulate to any of the proposed motions. If the parties so stipulate, they may file a stipulation and proposed order with the Court.
 - b. Whether any of the proposed motions can be briefed and submitted by means of a short joint statement of issues. For each motion which can be addressed by a short joint statement of issues, a short joint statement of issues must be filed with the Court 10 days prior to the final status conference. Each side's portion of the short joint statement of issues may not exceed three pages. The parties will meet and confer to agree on a date and manner for exchanging the parties' respective portions of the short joint statement of issues and the process for filing the short joint statement of issues.
3. All proposed motions in limine that are not either the subject of a stipulation or briefed via a short joint statement of issues will be briefed and filed in accordance with the California Rules of Court and the Los Angeles Superior Court Rules.

SHORT TITLE:	CASE NUMBER:
--------------	--------------

The following parties stipulate:

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

>

(ATTORNEY FOR PLAINTIFF)

>

(ATTORNEY FOR DEFENDANT)

>

(ATTORNEY FOR DEFENDANT)

>

(ATTORNEY FOR DEFENDANT)

>

(ATTORNEY FOR _____)

>

(ATTORNEY FOR _____)

>

(ATTORNEY FOR _____)

THE COURT SO ORDERS.

Date: _____

JUDICIAL OFFICER

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FILED
LOS ANGELES SUPERIOR COURT

MAY 11 2011

JOHN A. CLARKE, CLERK
N. Navarro
BY NANCY NAVARRO, DEPUTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

General Order Re	)	ORDER PURSUANT TO CCP 1054(a),
Use of Voluntary Efficient Litigation	)	EXTENDING TIME TO RESPOND BY
Stipulations	)	30 DAYS WHEN PARTIES AGREE
	)	TO EARLY ORGANIZATIONAL
	)	MEETING STIPULATION

Whereas the Los Angeles Superior Court and the Executive Committee of the Litigation Section of the Los Angeles County Bar Association have cooperated in drafting "Voluntary Efficient Litigation Stipulations" and in proposing the stipulations for use in general jurisdiction civil litigation in Los Angeles County;

Whereas the Los Angeles County Bar Association Litigation Section; the Los Angeles County Bar Association Labor and Employment Law Section; the Consumer Attorneys Association of Los Angeles; the Association of Southern California Defense Counsel; the Association of Business Trial Lawyers of Los Angeles; and the California Employment Lawyers Association all "endorse the goal of promoting efficiency in litigation, and ask that counsel consider using these stipulations as a voluntary way to promote communications and procedures among counsel and with the court to fairly resolve issues in their cases;"

1 Whereas the Early Organizational Meeting Stipulation is intended to encourage
2 cooperation among the parties at an early stage in litigation in order to achieve
3 litigation efficiencies;

4 Whereas it is intended that use of the Early Organizational Meeting Stipulation
5 will promote economic case resolution and judicial efficiency;

6
7 Whereas, in order to promote a meaningful discussion of pleading issues at the
8 Early Organizational Meeting and potentially to reduce the need for motions to
9 challenge the pleadings, it is necessary to allow additional time to conduct the Early
10 Organizational Meeting before the time to respond to a complaint or cross complaint
11 has expired;

12
13 Whereas Code of Civil Procedure section 1054(a) allows a judge of the court in
14 which an action is pending to extend for not more than 30 days the time to respond to
15 a pleading "upon good cause shown";

16 Now, therefore, this Court hereby finds that there is good cause to extend for 30
17 days the time to respond to a complaint or to a cross complaint in any action in which
18 the parties have entered into the Early Organizational Meeting Stipulation. This finding
19 of good cause is based on the anticipated judicial efficiency and benefits of economic
20 case resolution that the Early Organizational Meeting Stipulation is intended to
21 promote.
22

23
24 IT IS HEREBY ORDERED that, in any case in which the parties have entered
25 into an Early Organizational Meeting Stipulation, the time for a defending party to
26 respond to a complaint or cross complaint shall be extended by the 30 days permitted
27
28

1 by Code of Civil Procedure section 1054(a) without further need of a specific court
2 order.

3
4 DATED: May 11, 2011

Carolyn B. Kuhl
Carolyn B. Kuhl, Supervising Judge of the
Civil Departments, Los Angeles Superior Court

FILED
Superior Court of California
County of Los Angeles

MAY 03 2019

Sherri R. Carter, Executive Officer/Clerk

By Rizalinda Mina, Deputy
 Rizalinda Mina

SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF LOS ANGELES

IN RE LOS ANGELES SUPERIOR COURT) FIRST AMENDED GENERAL ORDER
 – MANDATORY ELECTRONIC FILING)
 FOR CIVIL)

On December 3, 2018, the Los Angeles County Superior Court mandated electronic filing of all documents in Limited Civil cases by litigants represented by attorneys. On January 2, 2019, the Los Angeles County Superior Court mandated electronic filing of all documents filed in Non-Complex Unlimited Civil cases by litigants represented by attorneys. (California Rules of Court, rule 2.253(b).) All electronically filed documents in Limited and Non-Complex Unlimited cases are subject to the following:

1) DEFINITIONS

- a) **“Bookmark”** A bookmark is a PDF document navigational tool that allows the reader to quickly locate and navigate to a designated point of interest within a document.
- b) **“Efiling Portal”** The official court website includes a webpage, referred to as the efiling portal, that gives litigants access to the approved Electronic Filing Service Providers.
- c) **“Electronic Envelope”** A transaction through the electronic service provider for submission of documents to the Court for processing which may contain one or more PDF documents attached.
- d) **“Electronic Filing”** Electronic Filing (eFiling) is the electronic transmission to a Court of a document in electronic form. (California Rules of Court, rule 2.250(b)(7).)

- 1 e) **“Electronic Filing Service Provider”** An Electronic Filing Service Provider (EFSP) is a
 2 person or entity that receives an electronic filing from a party for retransmission to the Court.
 3 In the submission of filings, the EFSP does so on behalf of the electronic filer and not as an
 4 agent of the Court. (California Rules of Court, rule 2.250(b)(8).)
- 5 f) **“Electronic Signature”** For purposes of these local rules and in conformity with Code of
 6 Civil Procedure section 17, subdivision (b)(3), section 34, and section 1010.6, subdivision
 7 (b)(2), Government Code section 68150, subdivision (g), and California Rules of Court, rule
 8 2.257, the term “Electronic Signature” is generally defined as an electronic sound, symbol, or
 9 process attached to or logically associated with an electronic record and executed or adopted
 10 by a person with the intent to sign the electronic record.
- 11 g) **“Hyperlink”** An electronic link providing direct access from one distinctively marked place
 12 in a hypertext or hypermedia document to another in the same or different document.
- 13 h) **“Portable Document Format”** A digital document format that preserves all fonts,
 14 formatting, colors and graphics of the original source document, regardless of the application
 15 platform used.
- 16 2) **MANDATORY ELECTRONIC FILING**
- 17 a) **Trial Court Records**
- 18 Pursuant to Government Code section 68150, trial court records may be created, maintained,
 19 and preserved in electronic format. Any document that the Court receives electronically must
 20 be clerically processed and must satisfy all legal filing requirements in order to be filed as an
 21 official court record (California Rules of Court, rules 2.100, et seq. and 2.253(b)(6)).
- 22 b) **Represented Litigants**
- 23 Pursuant to California Rules of Court, rule 2.253(b), represented litigants are required to
 24 electronically file documents with the Court through an approved EFSP.
- 25 c) **Public Notice**
- 26 The Court has issued a Public Notice with effective dates the Court required parties to
 27 electronically file documents through one or more approved EFSPs. Public Notices containing
 28 effective dates and the list of EFSPs are available on the Court’s website, at www.lacourt.org.

1 d) Documents in Related Cases

2 Documents in related cases must be electronically filed in the eFiling portal for that case type if
3 electronic filing has been implemented in that case type, regardless of whether the case has
4 been related to a Civil case.

5 3) EXEMPT LITIGANTS

6 a) Pursuant to California Rules of Court, rule 2.253(b)(2), self-represented litigants are exempt
7 from mandatory electronic filing requirements.

8 b) Pursuant to Code of Civil Procedure section 1010.6, subdivision (d)(3) and California Rules of
9 Court, rule 2.253(b)(4), any party may make application to the Court requesting to be excused
10 from filing documents electronically and be permitted to file documents by conventional
11 means if the party shows undue hardship or significant prejudice.

12 4) EXEMPT FILINGS

13 a) The following documents shall not be filed electronically:

14 i) Peremptory Challenges or Challenges for Cause of a Judicial Officer pursuant to Code of
15 Civil Procedure sections 170.6 or 170.3;

16 ii) Bonds/Undertaking documents;

17 iii) Trial and Evidentiary Hearing Exhibits

18 iv) Any ex parte application that is filed concurrently with a new complaint including those
19 that will be handled by a Writs and Receivers department in the Mosk courthouse; and

20 v) Documents submitted conditionally under seal. The actual motion or application shall be
21 electronically filed. A courtesy copy of the electronically filed motion or application to
22 submit documents conditionally under seal must be provided with the documents
23 submitted conditionally under seal.

24 b) Lodgments

25 Documents attached to a Notice of Lodgment shall be lodged and/or served conventionally in
26 paper form. The actual document entitled, "Notice of Lodgment," shall be filed electronically.

27 //

28 //

1 5) ELECTRONIC FILING SYSTEM WORKING PROCEDURES

2 Electronic filing service providers must obtain and manage registration information for persons
3 and entities electronically filing with the court.

4 6) TECHNICAL REQUIREMENTS

5 a) Electronic documents must be electronically filed in PDF, text searchable format **when**
6 technologically feasible without impairment of the document's image.

7 b) The table of contents for any filing must be bookmarked.

8 c) Electronic documents, including but not limited to, declarations, proofs of service, and
9 exhibits, must be bookmarked within the document pursuant to California Rules of Court, rule
10 3.1110(f)(4). Electronic bookmarks must include links to the first page of each bookmarked
11 item (e.g. exhibits, declarations, deposition excerpts) and with bookmark titles that identify the
12 bookedmarked item and briefly describe the item.

13 d) Attachments to primary documents must be bookmarked. Examples include, but are not
14 limited to, the following:

15 i) Depositions;

16 ii) Declarations;

17 iii) Exhibits (including exhibits to declarations);

18 iv) Transcripts (including excerpts within transcripts);

19 v) Points and Authorities;

20 vi) Citations; and

21 vii) Supporting Briefs.

22 e) Use of hyperlinks within documents (including attachments and exhibits) is strongly
23 encouraged.

24 f) Accompanying Documents

25 Each document accompanying a single pleading must be electronically filed as a **separate**
26 digital PDF document.

27 g) Multiple Documents

28 Multiple documents relating to one case can be uploaded in one envelope transaction.

h) Writs and Abstracts

Writs and Abstracts must be submitted as a separate electronic envelope.

i) Sealed Documents

If and when a judicial officer orders documents to be filed under seal, those documents must be filed electronically (unless exempted under paragraph 4); the burden of accurately designating the documents as sealed at the time of electronic submission is the submitting party's responsibility.

j) Redaction

Pursuant to California Rules of Court, rule 1.201, it is the submitting party's responsibility to redact confidential information (such as using initials for names of minors, using the last four digits of a social security number, and using the year for date of birth) so that the information shall not be publicly displayed.

7) ELECTRONIC FILING SCHEDULE

a) Filed Date

i) Any document received electronically by the court between 12:00 am and 11:59:59 pm shall be deemed to have been effectively filed on that court day if accepted for filing. Any document received electronically on a non-court day, is deemed to have been effectively filed on the next court day if accepted. (California Rules of Court, rule 2.253(b)(6); Code Civ. Proc. § 1010.6(b)(3).)

ii) Notwithstanding any other provision of this order, if a digital document is not filed in due course because of: (1) an interruption in service; (2) a transmission error that is not the fault of the transmitter; or (3) a processing failure that occurs after receipt, the Court may order, either on its own motion or by noticed motion submitted with a declaration for Court consideration, that the document be deemed filed and/or that the document's filing date conform to the attempted transmission date.

8) EX PARTE APPLICATIONS

a) Ex parte applications and all documents in support thereof must be electronically filed no later than 10:00 a.m. the court day before the ex parte hearing.

- b) Any written opposition to an ex parte application must be electronically filed by 8:30 a.m. the day of the ex parte hearing. A printed courtesy copy of any opposition to an ex parte application must be provided to the court the day of the ex parte hearing.

9) PRINTED COURTESY COPIES

- a) For any filing electronically filed two or fewer days before the hearing, a courtesy copy must be delivered to the courtroom by 4:30 p.m. the same business day the document is efiled. If the efiled is submitted after 4:30 p.m., the courtesy copy must be delivered to the courtroom by 10:00 a.m. the next business day.

- b) Regardless of the time of electronic filing, a printed courtesy copy (along with proof of electronic submission) is required for the following documents:

- i) Any printed document required pursuant to a Standing or General Order;
- ii) Pleadings and motions (including attachments such as declarations and exhibits) of 26 pages or more;
- iii) Pleadings and motions that include points and authorities;
- iv) Demurrers;
- v) Anti-SLAPP filings, pursuant to Code of Civil Procedure section 425.16;
- vi) Motions for Summary Judgment/Adjudication; and
- vii) Motions to Compel Further Discovery.

- c) Nothing in this General Order precludes a Judicial Officer from requesting a courtesy copy of additional documents. Courtroom specific courtesy copy guidelines can be found at www.lacourt.org on the Civil webpage under "Courtroom Information."

10) WAIVER OF FEES AND COSTS FOR ELECTRONICALLY FILED DOCUMENTS

- a) Fees and costs associated with electronic filing must be waived for any litigant who has received a fee waiver. (California Rules of Court, rules 2.253(b)(), 2.258(b), Code Civ. Proc. § 1010.6(d)(2).)
- b) Fee waiver applications for waiver of court fees and costs pursuant to Code of Civil Procedure section 1010.6, subdivision (b)(6), and California Rules of Court, rule 2.252(f), may be electronically filed in any authorized action or proceeding.

11) SIGNATURES ON ELECTRONIC FILING

For purposes of this General Order, all electronic filings must be in compliance with California Rules of Court, rule 2.257. This General Order applies to documents filed within the Civil Division of the Los Angeles County Superior Court.

This First Amended General Order supersedes any previous order related to electronic filing, and is effective immediately, and is to remain in effect until otherwise ordered by the Civil Supervising Judge and/or Presiding Judge.

DATED: May 3, 2019



Kevin C. Brazile
KEVIN C. BRAZILE
Presiding Judge

EXHIBIT B



Notice of Service of Process

null / ALL
Transmittal Number: 29622370
Date Processed: 08/02/2024

Primary Contact: Sherry Robinson
Nissan North America, Inc.
One Nissan Way
Franklin, TN 37067-6367

Electronic copy provided to: Tonya Brooks
Sandy Hughes
Catherine Reidy
Illianov Lopez
Stephanie Brock
Kimberly Ross
Samaritan Potter
Courtney Smith

Entity: Nissan North America, Inc.
Entity ID Number 4255884

Entity Served: Nissan North America, Inc.

Title of Action: Andrea Marie Birkle vs. Nissan North America, Inc.

Matter Name/ID: Andrea Marie Birkle vs. Nissan North America, Inc. (16072287)

Document(s) Type: Summons/Complaint

Nature of Action: Breach of Warranty

Court/Agency: Los Angeles County Superior Court, CA

Case/Reference No: 24STCV19047

Jurisdiction Served: California

Date Served on CSC: 08/02/2024

Answer or Appearance Due: 30 Days

Originally Served On: CSC

How Served: Personal Service

Sender Information: Downtown L.A. Law Group
213-358-6428

Information contained on this transmittal form is for record keeping, notification and forwarding the attached document(s). It does not constitute a legal opinion. The recipient is responsible for interpreting the documents and taking appropriate action.

To avoid potential delay, please do not send your response to CSC

251 Little Falls Drive, Wilmington, Delaware 19808-1674 (888) 690-2882 | sop@cscglobal.com

SUMMONS
(CITACION JUDICIAL)

SUM-100

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):

NISSAN NORTH AMERICA, INC.; and DOES 1 through 10, inclusive

Electronically FILED by
Superior Court of California,
County of Los Angeles
7/31/2024 9:16 AM
David W. Slayton,
Executive Officer/Clerk of Court,
By E. Galicia, Deputy Clerk

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):

ANDREA MARIE BIRKLE, an individual

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR-DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es): Stanley Mosk Courthouse - Unlimited

111 North Hill Street, Los Angeles CA 90012

CASE NUMBER:
(Número del Caso):

24STCV19047

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Eleazar D. Kim, Esq. (SBN 297876) Downtown L.A. Law Group 910 South Broadway Los Angeles CA 90015 (213) 358-6428

DATE:

(Fecha) **07/31/2024**

David W. Slayton, Executive Officer/Clerk of Court

(Secretario)

E. Galicia

, Deputy

(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]



NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):
3. ☒ on behalf of (specify): **NISSAN NORTH AMERICA, INC.**
under: ☒ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):
4. ☐ by personal delivery on (date):

1 ELEAZAR D. KIM (SBN 297876)
2 eleazar@downtownlalaw.com
3 MATT XIE (SBN 317942)
4 matt@downtownlalaw.com
5 **DOWNTOWN L.A. LAW GROUP**
6 910 South Broadway
7 Los Angeles, CA 90015
8 Telephone: (213) 358-6428
9 Facsimile: (877) 389-2775
10 Email: servicewarranty@downtownlalaw.com

11 Attorneys for Plaintiff,
12 ANDREA MARIE BIRKLE, an individual

Electronically FILED by
Superior Court of California,
County of Los Angeles
7/31/2024 9:16 AM
David W. Slayton,
Executive Officer/Clerk of Court,
By E. Galicia, Deputy Clerk

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

ANDREA MARIE BIRKLE, an individual,

Plaintiff,

vs.

NISSAN NORTH AMERICA, INC.; and
DOES 1 through 10, inclusive

Defendants.

Case No.: **24STCV19047**

UNLIMITED JURISDICTION

**COMPLAINT FOR VIOLATION OF
STATUTORY OBLIGATIONS (SONG-
BEVERLY CONSUMER WARRANTY
ACT CA CIVIL CODE §§ 1790-1795.8)**

DEMAND FOR JURY TRIAL

1 TO THE HONORABLE COURT AND DEFENDANTS HEREIN:

2 COMES NOW Plaintiff, ANDREA MARIE BIRKLE, an individual, (hereinafter referred
3 to as "Plaintiff"), for causes of action against Defendants, NISSAN NORTH AMERICA, INC..
4 ("NISSAN NORTH AMERICA, INC....." or "Defendant NNA") and DOES 1 through 10,
5 inclusive, as follows:

6 **PARTIES**

7 1. As used in this Complaint, the word "Plaintiff" shall refer to Plaintiff, ANDREA
8 MARIE BIRKLE

9 2. Plaintiff, is, and at all times mentioned herein was, a resident in the State of
10 California.

11 3. Defendant NNA is, and at all times mentioned herein was, a corporation organized
12 and in existence under the laws of the State of California and registered with the California
13 Department of Corporations to conduct business in the State of California. Defendant NNA is, and
14 at all times mentioned herein was, engaged in the design, manufacture, construction, assembly,
15 marketing, sale, and distribution of automobiles, motor vehicles and other related components and
16 services in Los Angeles County, California. Manufacturer NNA is also in the business of selling
17 written warranties to the public at large through a system of privately owned service and repair
18 shops.

19 4. Plaintiff is ignorant of the true names and/or capacities, whether individual,
20 corporate, associate, or otherwise, of defendants DOES 1 through 10, inclusive, and each of them.
21 Plaintiff will amend this Complaint and state the true names and/or capacities of said fictitiously
22 named defendants when the same have been ascertained.

23 **GENERAL ALLEGATIONS**

24 5. On or about July 19, 2023, in exchange for valuable consideration, Plaintiff
25 purchased 2020 Nissan Sentra (hereinafter "Vehicle"), manufactured and/or distributed by
26 Defendant, with corresponding Hull Identification Number 3N1AB8CV1LY270050.

27 6. The total amount paid and payable, incidental and consequential damages and civil
28 penalties exceeds \$25,000.

1 7. Plaintiff purchased the Vehicle primarily for personal, family, or household
2 purposes.

3 8. Plaintiff purchased the Vehicle from a person or entity in the business of
4 manufacturing, distributing, or selling consumer goods at retail.

5 9. Plaintiff received an express written warranty in which Defendant NNA
6 undertook to preserve or maintain the utility or performance of the Vehicle or to provide

7 compensation if there is a failure in utility or performance for a specified period of time. The
8 warranty provided, in relevant part, that in the event a defect developed with the Vehicle during
9 the warranty period, Plaintiff could deliver the Vehicle for repair services to a repair shop and
10 the Vehicle would be repaired.

11 10. After Plaintiff took possession of the Vehicle and during the warranty period, the
12 Vehicle contained or developed defects, listed below, that substantially impair the use, safety,
13 and/or value of the Vehicle.

14 11. During the warranty period, the Vehicle contained or developed defects, including,
15 but not limited to the following:

- 16 a. Defective body system;
17 b. Defective powertrain system;
18 c. Defective safety system;
19 d. Defective electrical system;
20 e. Defective braking system;
21 f. Defective noise system; and
22 g. Any additional complaints made by Plaintiff, whether or not they are
23 contained in the records or on any repair orders.

24 12. The defects listed above violate the express written warranties issued by Defendant
25 NNA, as well as the implied warranty of merchantability.

26 13. Plaintiff provided Defendant NNA sufficient opportunity to service or repair the
27 Vehicle.
28

14. Defendant NNA was unable and/or failed to service or repair the Vehicle within a reasonable number of attempts.

15. Said defects have substantially impaired the safety, use and/or value of the Vehicle.

16. Said defects could not have been discovered by Plaintiff prior to Plaintiff's acceptance of the Vehicle.

17. Plaintiff has been and will continue to be financially damaged due to Defendant's failure to comply with the provisions of the express and implied warranties.

FIRST CAUSE OF ACTION

BY PLAINTIFF AGAINST DEFENDANT NNA,

VIOLATION OF SUBDIVISION (d) OF CIVIL CODE SECTION 1793.2

18. Plaintiff re-alleges and incorporates herein by reference each and every allegation and statement contained in paragraphs 1 through 17, inclusive, of the General Allegations, above.

19. Plaintiff presented the Vehicle for repair to Defendant NNA for various defects that substantially impair the safety, use and/or value of the Vehicle.

20. Defendant NNA has been unable to service or repair the Vehicle to conform to the applicable express warranties after a reasonable number of opportunities. Despite this fact, Defendant failed to promptly replace the Vehicle or make restitution to Plaintiff as required by Civil Code section 1793.2, subdivision (d) and Civil Code section 1794, subdivision (a).

21. Plaintiff has been damaged by Defendant NNA's failure to comply with its obligations pursuant to Civil Code section 1793.2, subdivision (d), and therefore brings this Cause of Action pursuant to Civil Code section 1794.

22. Defendant NNA's failure to comply with its obligations under Civil Code section 1793.2, subdivision (d) was willful, in that Defendant NNA was aware that it was unable to service or repair the Vehicle to conform to the applicable express warranties after a reasonable number of repair attempts, yet Defendant NNA failed and refused to promptly replace the Vehicle or make restitution. Accordingly, Plaintiff is entitled to a civil penalty of two times Plaintiff's actual damages pursuant to Civil Code section 1794, subdivision (c).

1 23. Plaintiff seeks civil penalties pursuant to section 1794, subdivisions (c), and (e) in
2 the alternative and does not seek to cumulate civil penalties, as provided in Civil Code section
3 1794, subdivision (e)(5).

4 **SECOND CAUSE OF ACTION**

5 **BY PLAINTIFF AGAINST DEFENDANT NNA,**

6 **VIOLATION OF SUBDIVISION (b) OF CIVIL CODE SECTION 1793.2**

7 24. Plaintiff re-alleges and incorporates herein by reference each and every allegation
8 and statement contained in paragraphs 1 through 23, inclusive, of the General Allegations, above.

9 25. Although Plaintiff presented the Vehicle to Defendant NNA, Defendant NNA
10 failed to commence the service or repairs within a reasonable time and failed to service or repair
11 the Vehicle so as to conform to the applicable warranties within 30 days, in violation of Civil Code
12 section 1793.2, subdivision (b). Plaintiff did not extend the time for completion of repairs beyond
13 the 30-day requirement.

14 26. Plaintiff has been damaged by the manufacturer, Defendant NNA's failure to
15 comply with its obligations pursuant to Civil Code section 1793.2(b), and therefore brings this
16 Cause of Action pursuant to Civil Code section 1794.

17 27. Plaintiff has rightfully rejected and/or justifiably revoked acceptance of the
18 Vehicle, and has exercised a right to cancel the sale. By serving this Complaint, Plaintiff does so
19 again. Accordingly, Plaintiff seeks the remedies provided in California Civil Code section
20 1794(b)(1), including the entire purchase price. In the alternative, Plaintiff seeks the remedies set
21 forth in California Civil Code section 1794(b)(2), including the diminution in value of the Vehicle
22 resulting from its defects. Plaintiff believes that, at the present time, the Vehicle's value is *de*
23 *minimis*.

24 28. Defendant NNA's failure to comply with its obligations under Civil Code section
25 1793.2(b) was willful, in that Defendant was aware that it was obligated to service or repair the
26 Vehicle to conform to the applicable express warranties within 30 days, yet it failed to do so.
27 Accordingly, Plaintiff is entitled to a civil penalty of two times Plaintiff's actual damages pursuant
28 to Civil Code section 1794(c).

1 **THIRD CAUSE OF ACTION**

2 **BY PLAINTIFF AGAINST DEFENDANT NNA,**

3 **VIOLATION OF SUBDIVISION (a)(3) OF CIVIL CODE SECTION 1793.2**

4 29. Plaintiff re-alleges and incorporates herein by reference each and every allegation
5 and statement contained in paragraphs 1 through 28, inclusive, of the General Allegations, above.

6 30. In violation of Civil Code section 1793.2, subdivision (a)(3), Defendant NNA
7 failed to make available to the privately owned service and repair shops sufficient service
8 literature and replacement parts to effect repairs during the express warranty period. Plaintiff has
9 been damaged by Defendant NNA's failure to comply with its obligations pursuant to Civil Code
10 section 1793.2(a)(3), and therefore brings this Cause of Action pursuant to Civil Code section
11 1794.

12 31. Defendant NNA's failure to comply with its obligations under Civil Code section
13 1793.2, subdivision (a)(3) was willful, in that Defendant NNA knew of its obligation to provide
14 literature and replacement parts sufficient to allow the privately owned service and repair shops
15 to effect repairs during the warranty period, yet Defendant NNA failed to take any action to
16 correct its failure to comply with the law. Accordingly, Plaintiff is entitled to a civil penalty of
17 two times Plaintiff's actual damages; pursuant to Civil Code section 1794(c).

18 **FOURTH CAUSE OF ACTION**

19 **BY PLAINTIFF AGAINST DEFENDANT NNA,**

20 **BREACH OF EXPRESS WRITTEN WARRANTY**

21 **CIVIL CODE SECTION 1791.2 SUBDIVISION (a); SECTION 1794**

22 32. Plaintiff re-alleges and incorporates herein by reference each and every allegation
23 and statement contained in paragraphs 1 through 31, inclusive, of the General Allegations, above.

24 33. In accordance with Defendant NNA's warranty, Plaintiff delivered the Vehicle to
25 Defendant NNA and/or the privately owned service and repair shops in this state to perform
26 warranty repairs. Plaintiff did so within a reasonable time. Each time Plaintiff delivered the
27 Vehicle, Plaintiff notified Defendant NNA and/or the privately owned service and repair shops
28 of the characteristics of the defects. However, Defendant NNA and/or the privately owned service

1 and repair shops failed to repair the Vehicle, breaching the terms of the written warranty on each
2 occasion.

3 34. Plaintiff has been damaged by Defendant NNA's failure to comply with its
4 obligations under the express warranty, and therefore brings this Cause of Action pursuant to
5 Civil Code section 1794.

6 35. Defendant NNA's failure to comply with its obligations under the express warranty
7 was willful, in that Defendant NNA was aware that it was obligated to repair the Defects, but they
8 intentionally refused to do so. Accordingly, Plaintiff is entitled to a civil penalty of two times of
9 Plaintiff's actual damages pursuant to Civil Code section 1794(c).

10 **FIFTH CAUSE OF ACTION**

11 **BY PLAINTIFF AGAINST DEFENDANT NNA,**

12 **BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY**

13 **CIVIL CODE SECTION 1791.1; SECTION 1794**

14 36. Plaintiff re-alleges and incorporates herein by reference each and every allegation
15 and statement contained in paragraphs 1 through 35, inclusive, of the General Allegations, above.

16 37. Pursuant to Civil Code section 1792, the sale of the Vehicle was accompanied by
17 Defendant NNA's implied warranty of merchantability. Pursuant to Civil Code section 1791.1, the
18 duration of the implied warranty is coextensive in duration with the duration of the express written
19 warranty provided by Defendant NNA, except that the duration is not to exceed one-year.

20 38. Pursuant to Civil Code section 1791.1 (a), the implied warranty of merchantability
21 means and includes that the Vehicle will comply with each of the following requirements: (1) The
22 Vehicle will pass without objection in the trade under the contract description; (2) The Vehicle is
23 fit for the ordinary purposes for which such goods are used; (3) The Vehicle is adequately
24 contained, packaged, and labelled; (4) The Vehicle will conform to the promises or affirmations
25 of fact made on the container or label.

26 39. On or about the date Plaintiff acquired the Vehicle, or within one-year thereafter,
27 the Vehicle contained or developed the defects set forth above. The existence of each of these
28 defects constitutes a breach of the implied warranty because the Vehicle (1) does not pass without

1 objection in the trade under the contract description, (2) is not fit for the ordinary purposes for
2 which such goods are used, (3) is not adequately contained, packaged, and labelled, and (4) does
3 not conform to the promises or affirmations of fact made on the container or label.

4 40. Plaintiff has been damaged by Defendant's failure to comply with its obligations
5 under the implied warranty, and therefore brings this Cause of Action pursuant to Civil Code
6 section 1794.

7 **PRAYER**

8 PLAINTIFF PRAYS for judgement against Defendant as follows:

- 9 a. For Plaintiff's actual damages in the amount according to proof at trial;
10 b. For restitution;
11 c. For a civil penalty in the amount of two times Plaintiff's actual damages
12 pursuant to Civil Code section 1794, subdivision (c) or (e);
13 d. For any consequential and incidental damages;
14 e. For costs of the suit and Plaintiff's reasonable attorneys' fees pursuant to
15 Civil Code section 1794, subdivision (d);
16 f. For prejudgement interest at the legal rate; and
17 g. For such other relief as the Court may deem proper.

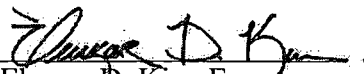
18
19 **DEMAND FOR JURY TRIAL**

20 Plaintiff hereby demands a jury trial on all causes of action asserted herein.

21
22 Dated: July 31, 2024

DOWNTOWN L.A. LAW GROUP

23 By:


24 Eleazar D. Kim, Esq.
25 Matt Xie, Esq.
26 Attorney for Plaintiff,
27 ANDREA MARIE BIRKLE
28

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Eleazar D. Kim (SBN 297876) Matt Xie (SBN 317942) Downtown L.A. Law Group; 910 South Broadway, Los Angeles CA 90015 TELEPHONE NO.: (213) 358-6428 FAX NO.: (877) 389-2775 EMAIL ADDRESS: servicewarranty@downtownlalaw.com ATTORNEY FOR (Name): Plaintiff, Andrea Marie Birkle	FOR COURT USE ONLY Electronically FILED by Superior Court of California, County of Los Angeles 7/31/2024 9:16 AM David W. Slayton, Executive Officer/Clerk of Court, By E. Galicia, Deputy Clerk
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 111 North Hill Street MAILING ADDRESS: 111 North Hill Street CITY AND ZIP CODE: Los Angeles 90012 BRANCH NAME: Stanley Mosk Courthouse - Unlimited	
CASE NAME: Andrea Marie Birkle v. Nissan North America, Inc.	
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$35,000) <input type="checkbox"/> Limited (Amount demanded is \$35,000 or less)	Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)
	CASE NUMBER: 24STCV19047 JUDGE: DEPT.:

Items 1–6 below must be completed (see instructions on page 2).

1. Check **one** box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input checked="" type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (<i>not specified above</i>) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (<i>not specified above</i>) (43)
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2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties
b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
c. <input type="checkbox"/> Substantial amount of documentary evidence | d. <input type="checkbox"/> Large number of witnesses
e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
|--|--|
3. Remedies sought (*check all that apply*): a. ☒ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☒ punitive
4. Number of causes of action (*specify*): Five (5)
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (*You may use form CM-015.*)
- Date: July 31, 2024
- Eleazar D. Kim, Esq.

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

CM-010

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the Civil Case Cover Sheet contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the Civil Case Cover Sheet to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)—Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) *(if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)*

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability *(not asbestos or toxic/environmental)* (24)
Medical Malpractice (45)
Medical Malpractice—Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) *(not civil harassment)* (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice *(not medical or legal)*
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract *(not unlawful detainer or wrongful eviction)*
Contract/Warranty Breach—Seller Plaintiff *(not fraud or negligence)*
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage *(not provisionally complex)* (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property *(not eminent domain, landlord/tenant, or foreclosure)*

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) *(if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)*

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court Case Matter
Writ—Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims *(arising from provisionally complex case type listed above)* (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment *(non-domestic relations)*
Sister State Judgment
Administrative Agency Award *(not unpaid taxes)*
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint *(not specified above)* (42)
Declaratory Relief Only
Injunctive Relief Only *(non-harassment)*
Mechanics Lien
Other Commercial Complaint Case *(non-tort/non-complex)*
Other Civil Complaint *(non-tort/non-complex)*

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition *(not specified above)* (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)

This form is required pursuant to Local Rule 2.3 in all new civil case filings in the Los Angeles Superior Court

Step 1: After completing the Civil Case Cover Sheet (Judicial Council form CM-010), find the exact case type in Column A that corresponds to the case type indicated in the Civil Case Cover Sheet.

Step 2: In Column B, check the box for the type of action that best describes the nature of the case.

Step 3: In Column C, circle the number which explains the reason for the court filing location you have chosen.

Applicable Reasons for Choosing Courthouse Location (Column C)

1. Class Actions must be filed in the Stanley Mosk Courthouse, Central District.	7. Location where petitioner lives.
2. Permissive filing in Central District.	8. Location wherein defendant/respondent functions wholly.
3. Location where cause of action arose.	9. Location where one or more of the parties reside.
4. Mandatory personal injury filing in North District.	10. Location of Labor Commissioner Office.
5. Location where performance required, or defendant resides.	11. Mandatory filing location (Hub Cases – unlawful detainer, limited non-collection, limited collection, or personal injury).
6. Location of property or permanently garaged vehicle.	

	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (See Step 3 above)
Personal Injury Cases Assigned to the Personal Injury Hub Courts			
Auto Tort	Auto (22)	<input type="checkbox"/> 2201 Motor Vehicle – Personal Injury/Property Damage/Wrongful Death	1, 4, 11
	Uninsured Motorist (46)	<input type="checkbox"/> 4601 Uninsured Motorist – Personal Injury/Property Damage/Wrongful Death	1, 4, 11
	Other Personal Injury/ Property Damage/ Wrongful Death (23)	<input type="checkbox"/> 2301 Premise Liability (e.g., dangerous conditions of property, slip/trip and fall, dog attack, etc.)	1, 4, 11
		<input type="checkbox"/> 2302 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, battery, vandalism, etc.)	1, 4, 11
		<input type="checkbox"/> 2303 Intentional Infliction of Emotional Distress	1, 4, 11
		<input type="checkbox"/> 2304 Other Personal Injury/Property Damage/Wrongful Death	1, 4, 11
		<input type="checkbox"/> 2307 Construction Accidents	1, 4, 11

SHORT TITLE Andrea Marie Birkle v. Nissan North America, Inc.	CASE NUMBER
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	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (See Step 3 above)
Personal Injury Cases Assigned to the Independent Calendar Courts			
Other Personal Injury/Property Damage/Wrongful Death Tort	Product Liability (24)	<input type="checkbox"/> 2401 Product Liability (not asbestos or toxic/ environmental) <input checked="" type="checkbox"/> 2402 Product Liability – Song-Beverly Consumer Warranty Act (CA Civil Code §§1790-1795.8) (Lemon Law)	1, 3, 5 1, 3, ⑤
	Medical Malpractice (45)	<input type="checkbox"/> 4501 Medical Malpractice – Physicians & Surgeons <input type="checkbox"/> 4502 Other Professional Health Case Malpractice	1, 3, 5 1, 3, 5
	Other Personal Injury / Property Damage / Wrongful Death (23)	<input type="checkbox"/> 2305 Elder/Dependent Adult Abuse/Claims Against Skilled Nursing Facility	1, 3, 5
		<input type="checkbox"/> 2306 Intentional Conduct – Sexual Abuse Case (in any form)	1, 3, 5
		<input type="checkbox"/> 2308 Landlord – Tenant Habitability (e.g., bed bugs, mold, etc.)	1, 3, 5
Other Civil Cases Assigned to Independent Calendar Courts			
Non-Personal Injury/Property Damage /Wrongful Death Tort	Business Tort (07)	<input type="checkbox"/> 0701 Other Commercial/Business Tort (not fraud or breach of contract)	1, 2, 3
	Civil Rights (08)	<input type="checkbox"/> 0801 Civil Rights/Discrimination	1, 2, 3
	Defamation (13)	<input type="checkbox"/> 1301 Defamation (slander/libel)	1, 2, 3
	Fraud (16)	<input type="checkbox"/> 1601 Fraud (no contract)	1, 2, 3
	Professional Negligence (25)	<input type="checkbox"/> 2501 Legal Malpractice	1, 2, 3
		<input type="checkbox"/> 2502 Other Professional Malpractice (not medical or legal)	1, 2, 3
	Other (35)	<input type="checkbox"/> 3501 Other Non-Personal Injury/Property Damage Tort	1, 2, 3
Employment	Wrongful Termination (36)	<input type="checkbox"/> 3601 Wrongful Termination	1, 2, 3
	Other Employment (15)	<input type="checkbox"/> 1501 Other Employment Complaint Case	1, 2, 3
		<input type="checkbox"/> 1502 Labor Commissioner Appeals	10
Contract	Breach of Contract / Warranty (06) (not insurance)	<input type="checkbox"/> 0601 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction)	2, 5
		<input type="checkbox"/> 0602 Contract/Warranty Breach – Seller Plaintiff (no fraud/negligence)	2, 5
		<input type="checkbox"/> 0603 Negligent Breach of Contract/Warranty (no fraud)	1, 2, 5

SHORT TITLE Andrea Marie Birkle v. Nissan North America, Inc.	CASE NUMBER
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	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (See Step 3 above)
Contract	Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> 0604 Other Breach of Contract/Warranty (no fraud/ negligence) <input type="checkbox"/> 0605 Breach of Rental/Lease Contract (COVID-19 Rental Debt)	1, 2, 5 2, 5
	Collections (09)	<input type="checkbox"/> 0901 Collections Case – Seller Plaintiff <input type="checkbox"/> 0902 Other Promissory Note/Collections Case <input type="checkbox"/> 0903 Collections Case – Purchased Debt (charged-off consumer debt purchased on or after January 1, 2014) <input type="checkbox"/> 0904 Collections Case – COVID-19 Rental Debt	5, 6, 11 5, 11 5, 6, 11 5, 11
	Insurance Coverage (18)	<input type="checkbox"/> 1801 Insurance Coverage (not complex)	1, 2, 5, 8
	Other Contract (37)	<input type="checkbox"/> 3701 Contractual Fraud	1, 2, 3, 5
		<input type="checkbox"/> 3702 Tortious Interference <input type="checkbox"/> 3703 Other Contract Dispute (not breach/insurance/fraud/ negligence)	1, 2, 3, 5 1, 2, 3, 8, 9
Real Property	Eminent Domain/ Inverse Condemnation (14)	<input type="checkbox"/> 1401 Eminent Domain/Condemnation Number of Parcels _____	2, 6
	Wrongful Eviction (33)	<input type="checkbox"/> 3301 Wrongful Eviction Case	2, 6
	Other Real Property (26)	<input type="checkbox"/> 2601 Mortgage Foreclosure	2, 6
<input type="checkbox"/> 2602 Quiet Title		2, 6	
<input type="checkbox"/> 2603 Other Real Property (not eminent domain, landlord/tenant, foreclosure)		2, 6	
Unlawful Detainer	Unlawful Detainer – Commercial (31)	<input type="checkbox"/> 3101 Unlawful Detainer – Commercial (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer – Residential (32)	<input type="checkbox"/> 3201 Unlawful Detainer – Residential (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer – Post Foreclosure (34)	<input type="checkbox"/> 3401 Unlawful Detainer – Post Foreclosure	2, 6, 11
	Unlawful Detainer – Drugs (38)	<input type="checkbox"/> 3801 Unlawful Detainer – Drugs	2, 6, 11
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> 0501 Asset Forfeiture Case	2, 3, 6
	Petition re Arbitration (11)	<input type="checkbox"/> 1101 Petition to Compel/Confirm/Vacate Arbitration	2, 5
	Writ of Mandate (02)	<input type="checkbox"/> 0201 Writ – Administrative Mandamus	2, 8
		<input type="checkbox"/> 0202 Writ – Mandamus on Limited Court Case Matter <input type="checkbox"/> 0203 Writ – Other Limited Court Case Review	2 2

SHORT TITLE Andrea Marie Birkle v. Nissan North America, Inc.	CASE NUMBER
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	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (See Step 3 above)
Judicial Review	Other Judicial Review (39)	<input type="checkbox"/> 3901 Other Writ/Judicial Review	2, 8
		<input type="checkbox"/> 3902 Administrative Hearing	2, 8
		<input type="checkbox"/> 3903 Parking Appeal	2, 8
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> 0301 Antitrust/Trade Regulation	1, 2, 8
	Asbestos (04)	<input type="checkbox"/> 0401 Asbestos Property Damage	1, 11
		<input type="checkbox"/> 0402 Asbestos Personal Injury/Wrongful Death	1, 11
	Construction Defect (10)	<input type="checkbox"/> 1001 Construction Defect	1, 2, 3
	Claims Involving Mass Tort (40)	<input type="checkbox"/> 4001 Claims Involving Mass Tort	1, 2, 8
	Securities Litigation (28)	<input type="checkbox"/> 2801 Securities Litigation Case	1, 2, 8
	Toxic Tort Environmental (30)	<input type="checkbox"/> 3001 Toxic Tort/Environmental	1, 2, 3, 8
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> 4101 Insurance Coverage/Subrogation (complex case only)	1, 2, 5, 8
Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> 2001 Sister State Judgment	2, 5, 11
		<input type="checkbox"/> 2002 Abstract of Judgment	2, 6
		<input type="checkbox"/> 2003 Confession of Judgment (non-domestic relations)	2, 9
		<input type="checkbox"/> 2004 Administrative Agency Award (not unpaid taxes)	2, 8
		<input type="checkbox"/> 2005 Petition/Certificate for Entry of Judgment Unpaid Tax	2, 8
		<input type="checkbox"/> 2006 Other Enforcement of Judgment Case	2, 8, 9
		Miscellaneous Civil Complaints	RICO (27)	☐ 2701 Racketeering (RICO) Case	1, 2, 8
Other Complaints (not specified above) (42)	<input type="checkbox"/> 4201 Declaratory Relief Only		1, 2, 8
	<input type="checkbox"/> 4202 Injunctive Relief Only (not domestic/harassment)		2, 8
	<input type="checkbox"/> 4203 Other Commercial Complaint Case (non-tort/non-complex)		1, 2, 8
	<input type="checkbox"/> 4304 Other Civil Complaint (non-tort/non-complex)	1, 2, 8	
Miscellaneous Civil Petitions	Partnership Corporation Governance (21)	<input type="checkbox"/> 2101 Partnership and Corporation Governance Case	2, 8
	Other Petitions (not specified above) (43)	<input type="checkbox"/> 4301 Civil Harassment with Damages	2, 3, 9
		<input type="checkbox"/> 4302 Workplace Harassment with Damages	2, 3, 9

SHORT TITLE Andrea Marie Birkle v. Nissan North America, Inc.	CASE NUMBER
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	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (See Step 3 above)
Miscellaneous Civil Petitions	Other Petitions (not specified above) (43)	<input type="checkbox"/> 4303 Elder/Dependent Adult Abuse Case with Damages <input type="checkbox"/> 4304 Election Contest <input type="checkbox"/> 4305 Petition for Change of Name/Change of Gender <input type="checkbox"/> 4306 Petition for Relief from Late Claim Law <input type="checkbox"/> 4307 Other Civil Petition	2, 3, 9 2 2, 7 2, 3, 8 2, 9

Step 4: Statement of Reason and Address: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected. Enter the address, which is the basis for the filing location including zip code. (No address required for class action cases).

REASON: <input type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input checked="" type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10. <input type="checkbox"/> 11.			ADDRESS: 1540 South Figueroa Street
CITY: Los Angeles	STATE: CA	ZIP CODE: 90015	

Step 5: Certification of Assignment: I certify that this case is properly filed in the Central District of the Superior Court of California, County of Los Angeles [Code of Civ. Proc., 392 et seq., and LASC Local Rule 2.3(a)(1)(E)]

Dated: 07/31/2024


 (SIGNATURE OF ATTORNEY/FILING PARTY)

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form LASC CIV 109 (05/22).
5. Payment in full of the filing fee, unless there is a court order for waiver, partial or schedule payments.
6. A signed order appointing a Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court to issue a Summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the Summons and Complaint, or other initiating pleading in the case.

SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES	<small>Reserved for Clerk's File Stamp</small> <div style="border: 1px solid black; padding: 5px; display: inline-block;"> FILED Superior Court of California County of Los Angeles 07/31/2024 <small>David W. Slayton, Executive Officer / Clerk of Court</small> By: <u>E. Galicia</u> Deputy </div>
<small>COURTHOUSE ADDRESS:</small> Stanley Mosk Courthouse 111 North Hill Street, Los Angeles, CA 90012	
NOTICE OF CASE ASSIGNMENT UNLIMITED CIVIL CASE	
Your case is assigned for all purposes to the judicial officer indicated below.	<small>CASE NUMBER:</small> 24STCV19047

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT

	ASSIGNED JUDGE	DEPT	ROOM		ASSIGNED JUDGE	DEPT	ROOM
✓	Elaine Lu	26					

Given to the Plaintiff/Cross-Complainant/Attorney of Record David W. Slayton, Executive Officer / Clerk of Court
 on 07/31/2024 (Date) By E. Galicia, Deputy Clerk

INSTRUCTIONS FOR HANDLING UNLIMITED CIVIL CASES

The following critical provisions of the California Rules of Court, Title 3, Division 7, as applicable in the Superior Court, are summarized for your assistance.

APPLICATION

The Division 7 Rules were effective January 1, 2007. They apply to all general civil cases.

PRIORITY OVER OTHER RULES

The Division 7 Rules shall have priority over all other Local Rules to the extent the others are inconsistent.

CHALLENGE TO ASSIGNED JUDGE

A challenge under Code of Civil Procedure Section 170.6 must be made within 15 days after notice of assignment for all purposes to a judge, or if a party has not yet appeared, within 15 days of the first appearance.

TIME STANDARDS

Cases assigned to the Independent Calendaring Courts will be subject to processing under the following time standards: _____

COMPLAINTS

All complaints shall be served within 60 days of filing and proof of service shall be filed within 90 days.

CROSS-COMPLAINTS

Without leave of court first being obtained, no cross-complaint may be filed by any party after their answer is filed. Cross-complaints shall be served within 30 days of the filing date and a proof of service filed within 60 days of the filing date.

STATUS CONFERENCE

A status conference will be scheduled by the assigned Independent Calendar Judge no later than 270 days after the filing of the complaint. Counsel must be fully prepared to discuss the following issues: alternative dispute resolution, bifurcation, settlement, trial date, and expert witnesses.

FINAL STATUS CONFERENCE

The Court will require the parties to attend a final status conference not more than 10 days before the scheduled trial date. All parties shall have motions in limine, bifurcation motions, statements of major evidentiary issues, dispositive motions, requested form jury instructions, special jury instructions, and special jury verdicts timely filed and served prior to the conference. These matters may be heard and resolved at this conference. At least five days before this conference, counsel must also have exchanged lists of exhibits and witnesses, and have submitted to the court a brief statement of the case to be read to the jury panel as required by Chapter Three of the Los Angeles Superior Court Rules.

SANCTIONS

The court will impose appropriate sanctions for the failure or refusal to comply with Chapter Three Rules, orders made by the Court, and time standards or deadlines established by the Court or by the Chapter Three Rules. Such sanctions may be on a party, or if appropriate, on counsel for a party.

This is not a complete delineation of the Division 7 or Chapter Three Rules, and adherence only to the above provisions is therefore not a guarantee against the imposition of sanctions under Trial Court Delay Reduction. Careful reading and compliance with the actual Chapter Rules is imperative.

Class Actions

Pursuant to Local Rule 2.3, all class actions shall be filed at the Stanley Mosk Courthouse and are randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be a class action it will be returned to an Independent Calendar Courtroom for all purposes.

***Provisionally Complex Cases**

Cases filed as provisionally complex are initially assigned to the Supervising Judge of complex litigation for determination of complex status. If the case is deemed to be complex within the meaning of California Rules of Court 3.400 et seq., it will be randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be complex, it will be returned to an Independent Calendar Courtroom for all purposes.



Superior Court of California, County of Los Angeles

ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKAGE

THE PLAINTIFF MUST SERVE THIS ADR INFORMATION PACKAGE ON EACH PARTY WITH THE COMPLAINT.

CROSS-COMPLAINANTS must serve this ADR Information Package on any new parties named to the action with the cross-complaint.

What is ADR?

ADR helps people find solutions to their legal disputes without going to trial. The main types of ADR are negotiation, mediation, arbitration, and settlement conferences. When ADR is done by phone, videoconference or computer, it may be called Online Dispute Resolution (ODR). These alternatives to litigation and trial are described below.

Advantages of ADR

- **Saves Time:** ADR is faster than going to trial.
- **Saves Money:** Parties can save on court costs, attorney's fees, and witness fees.
- **Keeps Control (with the parties):** Parties choose their ADR process and provider for voluntary ADR.
- **Reduces Stress/Protects Privacy:** ADR is done outside the courtroom, in private offices, by phone or online.

Disadvantages of ADR

- **Costs:** If the parties do not resolve their dispute, they may have to pay for ADR, litigation, and trial.
- **No Public Trial:** ADR does not provide a public trial or a decision by a judge or jury.

Main Types of ADR

1. **Negotiation:** Parties often talk with each other in person, or by phone or online about resolving their case with a settlement agreement instead of a trial. If the parties have lawyers, they will negotiate for their clients.
2. **Mediation:** In mediation, a neutral mediator listens to each person's concerns, helps them evaluate the strengths and weaknesses of their case, and works with them to try to create a settlement agreement that is acceptable to all. Mediators do not decide the outcome. Parties may go to trial if they decide not to settle.

Mediation may be appropriate when the parties

- want to work out a solution but need help from a neutral person.
- have communication problems or strong emotions that interfere with resolution.

Mediation may not be appropriate when the parties

- want a public trial and want a judge or jury to decide the outcome.
- lack equal bargaining power or have a history of physical/emotional abuse.

How to Arrange Mediation in Los Angeles County

Mediation for civil cases is voluntary and parties may select any mediator they wish. Options include:

a. **The Civil Mediation Vendor Resource List**

If all parties in an active civil case agree to mediation, they may contact these organizations to request a "Resource List Mediation" for mediation at reduced cost or no cost (for selected cases).

- **ADR Services, Inc.** Case Manager Elizabeth Sanchez, elizabeth@adrservices.com (949) 863-9800
- **Mediation Center of Los Angeles Program Manager** info@mediationLA.org (833) 476-9145

These organizations cannot accept every case and they may decline cases at their discretion. They may offer online mediation by video conference for cases they accept. Before contacting these organizations, review important information and FAQs at www.lacourt.org/ADR.Res.List

NOTE: The Civil Mediation Vendor Resource List program does not accept family law, probate or small claims cases.

b. **Los Angeles County Dispute Resolution Programs**

<https://hrc.lacounty.gov/wp-content/uploads/2020/05/DRP-Fact-Sheet-23October19-Current-as-of-October-2019-1.pdf>

Day of trial mediation programs have been paused until further notice.

Online Dispute Resolution (ODR). Parties in small claims and unlawful detainer (eviction) cases should carefully review the Notice and other information they may receive about (ODR) requirements for their case.

c. **Mediators and ADR and Bar organizations that provide mediation may be found on the Internet.**

3. Arbitration: Arbitration is less formal than trial, but like trial, the parties present evidence and arguments to the person who decides the outcome. In "binding" arbitration, the arbitrator's decision is final; there is no right to trial. In "nonbinding" arbitration, any party can request a trial after the arbitrator's decision. For more information about arbitration, visit <http://www.courts.ca.gov/programs-adr.htm>

4. Mandatory Settlement Conferences (MSC): MSCs are ordered by the Court and are often held close to the trial date or on the day of trial. The parties and their attorneys meet with a judge or settlement officer who does not make a decision but who instead assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement. For information about the Court's MSC programs for civil cases, visit <http://www.lacourt.org/division/civil/C10047.aspx>

Los Angeles Superior Court ADR website: <http://www.lacourt.org/division/civil/C10109.aspx>
For general information and videos about ADR, visit <http://www.courts.ca.gov/programs-adr.htm>

VOLUNTARY EFFICIENT LITIGATION STIPULATIONS

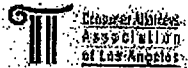


Superior Court of California
County of Los Angeles

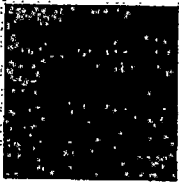


Los Angeles County
Bar Association
Litigation Section

Los Angeles County
Bar Association Labor and
Employment Law Section



Consumer Attorneys
Association of Los Angeles



Southern California
Defense Counsel



Association of
Business Trial Lawyers



California Employment
Lawyers Association

LACIV 230 (NEW)
LASC Approved 4-11
For Optional Use

The Early Organizational Meeting Stipulation, Discovery Resolution Stipulation, and Motions in Limine Stipulation are voluntary stipulations entered into by the parties. The parties may enter into one, two, or all three of the stipulations; however, they may not alter the stipulations as written, because the Court wants to ensure uniformity of application. These stipulations are meant to encourage cooperation between the parties and to assist in resolving issues in a manner that promotes economic case resolution and judicial efficiency.

The following organizations endorse the goal of promoting efficiency in litigation and ask that counsel consider using these stipulations as a voluntary way to promote communications and procedures among counsel and with the court to fairly resolve issues in their cases.

◆ Los Angeles County Bar Association Litigation Section ◆

◆ Los Angeles County Bar Association
Labor and Employment Law Section ◆

◆ Consumer Attorneys Association of Los Angeles ◆

◆ Southern California Defense Counsel ◆

◆ Association of Business Trial Lawyers ◆

◆ California Employment Lawyers Association ◆

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.:		FAX NO. (Optional):	
E-MAIL ADDRESS (Optional):			
ATTORNEY FOR (Name):			
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			
STIPULATION – EARLY ORGANIZATIONAL MEETING			CASE NUMBER:

This stipulation is intended to encourage cooperation among the parties at an early stage in the litigation and to assist the parties in efficient case resolution.

The parties agree that:

1. The parties commit to conduct an initial conference (in-person or via teleconference or via videoconference) within 15 days from the date this stipulation is signed, *to discuss and consider whether there can be agreement on the following:*
 - a. Are motions to challenge the pleadings necessary? If the issue can be resolved by amendment as of right, or if the Court would allow leave to amend, could an amended complaint resolve most or all of the issues a demurrer might otherwise raise? If so, the parties agree to work through pleading issues so that a demurrer need only raise issues they cannot resolve. Is the issue that the defendant seeks to raise amenable to resolution on demurrer, or would some other type of motion be preferable? Could a voluntary targeted exchange of documents or information by any party cure an uncertainty in the pleadings?
 - b. Initial mutual exchanges of documents at the "core" of the litigation. (For example, in an employment case, the employment records, personnel file and documents relating to the conduct in question could be considered "core." In a personal injury case, an incident or police report, medical records, and repair or maintenance records could be considered "core.");
 - c. Exchange of names and contact information of witnesses;
 - d. Any insurance agreement that may be available to satisfy part or all of a judgment, or to indemnify or reimburse for payments made to satisfy a judgment;
 - e. Exchange of any other information that might be helpful to facilitate understanding, handling, or resolution of the case in a manner that preserves objections or privileges by agreement;
 - f. Controlling issues of law that, if resolved early, will promote efficiency and economy in other phases of the case. Also, when and how such issues can be presented to the Court;
 - g. Whether or when the case should be scheduled with a settlement officer, what discovery or court ruling on legal issues is reasonably required to make settlement discussions meaningful, and whether the parties wish to use a sitting judge or a private mediator or other options as

SHORT TITLE:	CASE NUMBER:
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discussed in the "Alternative Dispute Resolution (ADR) Information Package" served with the complaint;

- h. Computation of damages, including documents, not privileged or protected from disclosure, on which such computation is based;
- i. Whether the case is suitable for the Expedited Jury Trial procedures (see information at www.lacourt.org under "Civil" and then under "General Information").
- 2. ~~The time for a defending party to respond to a complaint or cross-complaint will be extended to _____ (INSERT DATE) for the complaint, and _____ (INSERT DATE) for the cross-complaint, which is comprised of the 30 days to respond under Government Code § 68616(b), and the 30 days permitted by Code of Civil Procedure section 1054(a), good cause having been found by the Civil Supervising Judge due to the case management benefits provided by this Stipulation. A copy of the General Order can be found at www.lacourt.org under "Civil", click on "General Information", then click on "Voluntary Efficient Litigation Stipulations".~~
- 3. The parties will prepare a joint report titled "Joint Status Report Pursuant to Initial Conference and Early Organizational Meeting Stipulation, and if desired, a proposed order summarizing results of their meet and confer and advising the Court of any way it may assist the parties' efficient conduct or resolution of the case. The parties shall attach the Joint Status Report to the Case Management Conference statement, and file the documents when the CMC statement is due.
- 4. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day

The following parties stipulate:

Date: _____ (TYPE OR PRINT NAME)	➤	_____ (ATTORNEY FOR PLAINTIFF)
Date: _____ (TYPE OR PRINT NAME)	➤	_____ (ATTORNEY FOR DEFENDANT)
Date: _____ (TYPE OR PRINT NAME)	➤	_____ (ATTORNEY FOR DEFENDANT)
Date: _____ (TYPE OR PRINT NAME)	➤	_____ (ATTORNEY FOR DEFENDANT)
Date: _____ (TYPE OR PRINT NAME)	➤	_____ (ATTORNEY FOR _____)
Date: _____ (TYPE OR PRINT NAME)	➤	_____ (ATTORNEY FOR _____)
Date: _____ (TYPE OR PRINT NAME)	➤	_____ (ATTORNEY FOR _____)

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		FAX NO. (Optional):	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			
STIPULATION – DISCOVERY RESOLUTION			CASE NUMBER:

This stipulation is intended to provide a fast and informal resolution of discovery issues through limited paperwork and an informal conference with the Court to aid in the resolution of the issues.

The parties agree that:

1. Prior to the discovery cut-off in this action, no discovery motion shall be filed or heard unless the moving party first makes a written request for an Informal Discovery Conference pursuant to the terms of this stipulation.
2. At the Informal Discovery Conference the Court will consider the dispute presented by parties and determine whether it can be resolved informally. Nothing set forth herein will preclude a party from making a record at the conclusion of an Informal Discovery Conference, either orally or in writing.
3. Following a reasonable and good faith attempt at an informal resolution of each issue to be presented, a party may request an Informal Discovery Conference pursuant to the following procedures:
 - a. The party requesting the Informal Discovery Conference will:
 - i. File a Request for Informal Discovery Conference with the clerk's office on the approved form (copy attached) and deliver a courtesy, conformed copy to the assigned department;
 - ii. Include a brief summary of the dispute and specify the relief requested; and
 - iii. Serve the opposing party pursuant to any authorized or agreed method of service that ensures that the opposing party receives the Request for Informal Discovery Conference no later than the next court day following the filing.
 - b. Any Answer to a Request for Informal Discovery Conference must:
 - i. Also be filed on the approved form (copy attached);
 - ii. Include a brief summary of why the requested relief should be denied;

SHORT TITLE:	CASE NUMBER:
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- iii. Be filed within two (2) court days of receipt of the Request; and
 - iv. Be served on the opposing party pursuant to any authorized or agreed upon method of service that ensures that the opposing party receives the Answer no later than the next court day following the filing.
- c. No other pleadings, including but not limited to exhibits, declarations, or attachments, will be accepted.
- d. If the Court has not granted or denied the Request for Informal Discovery Conference within ten (10) days following the filing of the Request, then it shall be deemed to have been denied. If the Court acts on the Request, the parties will be notified whether the Request for Informal Discovery Conference has been granted or denied and, if granted, the date and time of the Informal Discovery Conference, which must be within twenty (20) days of the filing of the Request for Informal Discovery Conference.
- e. If the conference is not held within twenty (20) days of the filing of the Request for Informal Discovery Conference, unless extended by agreement of the parties and the Court, then the Request for the Informal Discovery Conference shall be deemed to have been denied at that time.
4. If (a) the Court has denied a conference or (b) one of the time deadlines above has expired without the Court having acted or (c) the Informal Discovery Conference is concluded without resolving the dispute, then a party may file a discovery motion to address unresolved issues.
5. The parties hereby further agree that the time for making a motion to compel or other discovery motion is tolled from the date of filing of the Request for Informal Discovery Conference until (a) the request is denied or deemed denied or (b) twenty (20) days after the filing of the Request for Informal Discovery Conference, whichever is earlier, unless extended by Order of the Court.
- It is the understanding and intent of the parties that this stipulation shall, for each discovery dispute to which it applies, constitute a writing memorializing a "specific later date to which the propounding [or demanding or requesting] party and the responding party have agreed in writing," within the meaning of Code Civil Procedure sections 2030.300(c), 2031.320(c), and 2033.290(c).
6. Nothing herein will preclude any party from applying *ex parte* for appropriate relief, including an order shortening time for a motion to be heard concerning discovery.
7. Any party may terminate this stipulation by giving twenty-one (21) days notice of intent to terminate the stipulation.
8. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day.

SHORT TITLE:	CASE NUMBER:
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The following parties stipulate:

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

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Date:

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Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

➤

(ATTORNEY FOR PLAINTIFF)

➤

(ATTORNEY FOR DEFENDANT)

➤

(ATTORNEY FOR DEFENDANT)

➤

(ATTORNEY FOR DEFENDANT)

➤

(ATTORNEY FOR _____)

➤

(ATTORNEY FOR _____)

➤

(ATTORNEY FOR _____)

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.:		FAX NO. (Optional):	
E-MAIL ADDRESS (Optional):			
ATTORNEY FOR (Name):			
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			
INFORMAL DISCOVERY CONFERENCE (pursuant to the Discovery Resolution Stipulation of the parties)			CASE NUMBER:

1. This document relates to:

☐
☐

Request for Informal Discovery Conference

Answer to Request for Informal Discovery Conference

2. Deadline for Court to decide on Request: _____ (Insert date 10 calendar days following filing of the Request).

3. Deadline for Court to hold Informal Discovery Conference: _____ (Insert date 20 calendar days following filing of the Request).

4. For a Request for Informal Discovery Conference, briefly describe the nature of the discovery dispute, including the facts and legal arguments at issue. For an Answer to Request for Informal Discovery Conference, briefly describe why the Court should deny the requested discovery, including the facts and legal arguments at issue.

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		FAX NO. (Optional):	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			
STIPULATION AND ORDER – MOTIONS IN LIMINE			CASE NUMBER:

This stipulation is intended to provide fast and informal resolution of evidentiary issues through diligent efforts to define and discuss such issues and limit paperwork.

The parties agree that:

1. At least ____ days before the final status conference, each party will provide all other parties with a list containing a one paragraph explanation of each proposed motion in limine. Each one paragraph explanation must identify the substance of a single proposed motion in limine and the grounds for the proposed motion.
2. The parties thereafter will meet and confer, either in person or via teleconference or videoconference, concerning all proposed motions in limine. In that meet and confer, the parties will determine:
 - a. Whether the parties can stipulate to any of the proposed motions. If the parties so stipulate, they may file a stipulation and proposed order with the Court.
 - b. Whether any of the proposed motions can be briefed and submitted by means of a short joint statement of issues. For each motion which can be addressed by a short joint statement of issues, a short joint statement of issues must be filed with the Court 10 days prior to the final status conference. Each side's portion of the short joint statement of issues may not exceed three pages. The parties will meet and confer to agree on a date and manner for exchanging the parties' respective portions of the short joint statement of issues and the process for filing the short joint statement of issues.
3. All proposed motions in limine that are not either the subject of a stipulation or briefed via a short joint statement of issues will be briefed and filed in accordance with the California Rules of Court and the Los Angeles Superior Court Rules.

SHORT TITLE:	CASE NUMBER:
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The following parties stipulate:

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

➤

(ATTORNEY FOR PLAINTIFF)

➤

(ATTORNEY FOR DEFENDANT)

➤

(ATTORNEY FOR DEFENDANT)

➤

(ATTORNEY FOR DEFENDANT)

➤

(ATTORNEY FOR _____)

➤

(ATTORNEY FOR _____)

➤

(ATTORNEY FOR _____)

THE COURT SO ORDERS.

Date: _____

JUDICIAL OFFICER

FILED
LOS ANGELES SUPERIOR COURT

MAY 11 2011

JOHN A. CLARKE, CLERK
N. Navarro
BY NANCY NAVARRO, DEPUTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

General Order Re	)	ORDER PURSUANT TO CCP 1054(a),
Use of Voluntary Efficient Litigation	)	EXTENDING TIME TO RESPOND BY
Stipulations	)	30 DAYS WHEN PARTIES AGREE
	)	TO EARLY ORGANIZATIONAL
	)	MEETING STIPULATION

Whereas the Los Angeles Superior Court and the Executive Committee of the Litigation Section of the Los Angeles County Bar Association have cooperated in drafting "Voluntary Efficient Litigation Stipulations" and in proposing the stipulations for use in general jurisdiction civil litigation in Los Angeles County;

Whereas the Los Angeles County Bar Association Litigation Section; the Los Angeles County Bar Association Labor and Employment Law Section; the Consumer Attorneys Association of Los Angeles; the Association of Southern California Defense Counsel; the Association of Business Trial Lawyers of Los Angeles; and the California Employment Lawyers Association all "endorse the goal of promoting efficiency in litigation, and ask that counsel consider using these stipulations as a voluntary way to promote communications and procedures among counsel and with the court to fairly resolve issues in their cases;"

-1-

ORDER PURSUANT TO CCP 1054(a)

1 Whereas the Early Organizational Meeting Stipulation is intended to encourage
2 cooperation among the parties at an early stage in litigation in order to achieve
3 litigation efficiencies;

4 Whereas it is intended that use of the Early Organizational Meeting Stipulation
5 will promote economic case resolution and judicial efficiency;
6

7 Whereas, in order to promote a meaningful discussion of pleading issues at the
8 Early Organizational Meeting and potentially to reduce the need for motions to
9 challenge the pleadings, it is necessary to allow additional time to conduct the Early
10 Organizational Meeting before the time to respond to a complaint or cross complaint
11 has expired;
12

13 Whereas Code of Civil Procedure section 1054(a) allows a judge of the court in
14 which an action is pending to extend for not more than 30 days the time to respond to
15 a pleading "upon good cause shown";
16

17 Now, therefore, this Court hereby finds that there is good cause to extend for 30
18 days the time to respond to a complaint or to a cross complaint in any action in which
19 the parties have entered into the Early Organizational Meeting Stipulation. This finding
20 of good cause is based on the anticipated judicial efficiency and benefits of economic
21 case resolution that the Early Organizational Meeting Stipulation is intended to
22 promote.
23

24 IT IS HEREBY ORDERED that, in any case in which the parties have entered
25 into an Early Organizational Meeting Stipulation, the time for a defending party to
26 respond to a complaint or cross complaint shall be extended by the 30 days permitted
27
28

1 by Code of Civil Procedure section 1054(a) without further need of a specific court
2 order.

3
4 DATED: May 11, 2011

Carolyn B. Kuhl
Carolyn B. Kuhl, Supervising Judge of the
Civil Departments, Los Angeles Superior Court

FILED
Superior Court of California
County of Los Angeles

MAY 03 2019

Sherri R. Carter, Executive Officer/Clerk

By Rizalinda Mina, Deputy
 Rizalinda Mina

SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF LOS ANGELES

IN RE LOS ANGELES SUPERIOR COURT) FIRST AMENDED GENERAL ORDER
 – MANDATORY ELECTRONIC FILING)
 FOR CIVIL)

On December 3, 2018, the Los Angeles County Superior Court mandated electronic filing of all documents in Limited Civil cases by litigants represented by attorneys. On January 2, 2019, the Los Angeles County Superior Court mandated electronic filing of all documents filed in Non-Complex Unlimited Civil cases by litigants represented by attorneys. (California Rules of Court, rule 2.253(b).) All electronically filed documents in Limited and Non-Complex Unlimited cases are subject to the following:

1) DEFINITIONS

- a) **“Bookmark”** A bookmark is a PDF document navigational tool that allows the reader to quickly locate and navigate to a designated point of interest within a document.
- b) **“Efiling Portal”** The official court website includes a webpage, referred to as the efiling portal, that gives litigants access to the approved Electronic Filing Service Providers.
- c) **“Electronic Envelope”** A transaction through the electronic service provider for submission of documents to the Court for processing which may contain one or more PDF documents attached.
- d) **“Electronic Filing”** Electronic Filing (eFiling) is the electronic transmission to a Court of a document in electronic form. (California Rules of Court, rule 2.250(b)(7).)

- e) **“Electronic Filing Service Provider”** An Electronic Filing Service Provider (EFSP) is a person or entity that receives an electronic filing from a party for retransmission to the Court. In the submission of filings, the EFSP does so on behalf of the electronic filer and not as an agent of the Court. (California Rules of Court, rule 2.250(b)(8).)
- f) **“Electronic Signature”** For purposes of these local rules and in conformity with Code of Civil Procedure section 17, subdivision (b)(3), section 34, and section 1010.6, subdivision (b)(2), Government Code section 68150, subdivision (g), and California Rules of Court, rule 2.257, the term “Electronic Signature” is generally defined as an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record.
- g) **“Hyperlink”** An electronic link providing direct access from one distinctively marked place in a hypertext or hypermedia document to another in the same or different document.
- h) **“Portable Document Format”** A digital document format that preserves all fonts, formatting, colors and graphics of the original source document, regardless of the application platform used.

2) MANDATORY ELECTRONIC FILING

a) Trial Court Records

Pursuant to Government Code section 68150, trial court records may be created, maintained, and preserved in electronic format. Any document that the Court receives electronically must be clerically processed and must satisfy all legal filing requirements in order to be filed as an official court record (California Rules of Court, rules 2.100, et seq. and 2.253(b)(6)).

b) Represented Litigants

Pursuant to California Rules of Court, rule 2.253(b), represented litigants are required to electronically file documents with the Court through an approved EFSP.

c) Public Notice

The Court has issued a Public Notice with effective dates the Court required parties to electronically file documents through one or more approved EFSPs. Public Notices containing effective dates and the list of EFSPs are available on the Court’s website, at www.lacourt.org.

d) Documents in Related Cases

Documents in related cases must be electronically filed in the eFiling portal for that case type if electronic filing has been implemented in that case type, regardless of whether the case has been related to a Civil case.

3) EXEMPT LITIGANTS

a) Pursuant to California Rules of Court, rule 2.253(b)(2), self-represented litigants are exempt from mandatory electronic filing requirements.

b) Pursuant to Code of Civil Procedure section 1010.6, subdivision (d)(3) and California Rules of Court, rule 2.253(b)(4), any party may make application to the Court requesting to be excused from filing documents electronically and be permitted to file documents by conventional means if the party shows undue hardship or significant prejudice.

4) EXEMPT FILINGS

a) The following documents shall not be filed electronically:

- i) Peremptory Challenges or Challenges for Cause of a Judicial Officer pursuant to Code of Civil Procedure sections 170.6 or 170.3;
- ii) Bonds/Undertaking documents;
- iii) Trial and Evidentiary Hearing Exhibits
- iv) Any ex parte application that is filed concurrently with a new complaint including those that will be handled by a Writs and Receivers department in the Mosk courthouse; and
- v) Documents submitted conditionally under seal. The actual motion or application shall be electronically filed. A courtesy copy of the electronically filed motion or application to submit documents conditionally under seal must be provided with the documents submitted conditionally under seal.

b) Lodgments

Documents attached to a Notice of Lodgment shall be lodged and/or served conventionally in paper form. The actual document entitled, "Notice of Lodgment," shall be filed electronically.

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1 5) ELECTRONIC FILING SYSTEM WORKING PROCEDURES

2 Electronic filing service providers must obtain and manage registration information for persons
3 and entities electronically filing with the court.

4 6) TECHNICAL REQUIREMENTS

5 a) Electronic documents must be electronically filed in PDF, text searchable format **when**
6 technologically feasible without impairment of the document's image.

7 b) The table of contents for any filing must be bookmarked.

8 c) Electronic documents, including but not limited to, declarations, proofs of service, and
9 exhibits, must be bookmarked within the document pursuant to California Rules of Court, rule
10 3.1110(f)(4). Electronic bookmarks must include links to the first page of each bookmarked
11 item (e.g. exhibits, declarations, deposition excerpts) and with bookmark titles that identify the
12 bookedmarked item and briefly describe the item.

13 d) Attachments to primary documents must be bookmarked. Examples include, but are not
14 limited to, the following:

15 i) Depositions;

16 ii) Declarations;

17 iii) Exhibits (including exhibits to declarations);

18 iv) Transcripts (including excerpts within transcripts);

19 v) Points and Authorities;

20 vi) Citations; and

21 vii) Supporting Briefs.

22 e) Use of hyperlinks within documents (including attachments and exhibits) is strongly
23 encouraged.

24 f) Accompanying Documents

25 Each document accompanying a single pleading must be electronically filed as a **separate**
26 digital PDF document.

27 g) Multiple Documents

28 Multiple documents relating to one case can be uploaded in one envelope transaction.

h) Writs and Abstracts

Writs and Abstracts must be submitted as a separate electronic envelope.

i) Sealed Documents

If and when a judicial officer orders documents to be filed under seal, those documents must be filed electronically (unless exempted under paragraph 4); the burden of accurately designating the documents as sealed at the time of electronic submission is the submitting party's responsibility.

j) Redaction

Pursuant to California Rules of Court, rule 1.201, it is the submitting party's responsibility to redact confidential information (such as using initials for names of minors, using the last four digits of a social security number, and using the year for date of birth) so that the information shall not be publicly displayed.

7) ELECTRONIC FILING SCHEDULE

a) Filed Date

i) Any document received electronically by the court between 12:00 am and 11:59:59 pm shall be deemed to have been effectively filed on that court day if accepted for filing. Any document received electronically on a non-court day, is deemed to have been effectively filed on the next court day if accepted. (California Rules of Court, rule 2.253(b)(6); Code Civ. Proc. § 1010.6(b)(3).)

ii) Notwithstanding any other provision of this order, if a digital document is not filed in due course because of: (1) an interruption in service; (2) a transmission error that is not the fault of the transmitter; or (3) a processing failure that occurs after receipt, the Court may order, either on its own motion or by noticed motion submitted with a declaration for Court consideration, that the document be deemed filed and/or that the document's filing date conform to the attempted transmission date.

8) EX PARTE APPLICATIONS

a) Ex parte applications and all documents in support thereof must be electronically filed no later than 10:00 a.m. the court day before the ex parte hearing.

- b) Any written opposition to an ex parte application must be electronically filed by 8:30 a.m. the day of the ex parte hearing. A printed courtesy copy of any opposition to an ex parte application must be provided to the court the day of the ex parte hearing.

9) PRINTED COURTESY COPIES

- a) For any filing electronically filed two or fewer days before the hearing, a courtesy copy must be delivered to the courtroom by 4:30 p.m. the same business day the document is efiled. If the efiled is submitted after 4:30 p.m., the courtesy copy must be delivered to the courtroom by 10:00 a.m. the next business day.
- b) Regardless of the time of electronic filing, a printed courtesy copy (along with proof of electronic submission) is required for the following documents:
- i) Any printed document required pursuant to a Standing or General Order;
 - ii) Pleadings and motions (including attachments such as declarations and exhibits) of 26 pages or more;
 - iii) Pleadings and motions that include points and authorities;
 - iv) Demurrers;
 - v) Anti-SLAPP filings, pursuant to Code of Civil Procedure section 425.16;
 - vi) Motions for Summary Judgment/Adjudication; and
 - vii) Motions to Compel Further Discovery.
- c) Nothing in this General Order precludes a Judicial Officer from requesting a courtesy copy of additional documents. Courtroom specific courtesy copy guidelines can be found at www.lacourt.org on the Civil webpage under "Courtroom Information."

10) WAIVER OF FEES AND COSTS FOR ELECTRONICALLY FILED DOCUMENTS

- a) Fees and costs associated with electronic filing must be waived for any litigant who has received a fee waiver. (California Rules of Court, rules 2.253(b)(1), 2.258(b), Code Civ. Proc. § 1010.6(d)(2).)
- b) Fee waiver applications for waiver of court fees and costs pursuant to Code of Civil Procedure section 1010.6, subdivision (b)(6), and California Rules of Court, rule 2.252(f), may be electronically filed in any authorized action or proceeding.

1 11) SIGNATURES ON ELECTRONIC FILING

2 For purposes of this General Order, all electronic filings must be in compliance with California
3 Rules of Court, rule 2.257. This General Order applies to documents filed within the Civil
4 Division of the Los Angeles County Superior Court.

5
6 This First Amended General Order supersedes any previous order related to electronic filing,
7 and is effective immediately, and is to remain in effect until otherwise ordered by the Civil
8 Supervising Judge and/or Presiding Judge.

9
10 DATED: May 3, 2019



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Kevin C. Brazile
KEVIN C. BRAZILE
Presiding Judge

SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES		Reserved for Clerk's File Stamp FILED Superior Court of California County of Los Angeles 07/31/2024 David W. Slayton, Executive Officer / Clerk of Court By: <u>A. Munoz</u> Deputy
COURTHOUSE ADDRESS: Stanley Mosk Courthouse 111 North Hill Street, Los Angeles, CA 90012		
PLAINTIFF: ANDREA MARIE BIRKLE		
DEFENDANT: NISSAN NORTH AMERICA, INC		
NOTICE OF CASE MANAGEMENT CONFERENCE		CASE NUMBER: 24STCV19047

TO THE PLAINTIFF(S)/ATTORNEY(S) FOR PLAINTIFF(S) OF RECORD:

You are ordered to serve this notice of hearing on all parties/attorneys of record forthwith, and meet and confer with all parties/attorneys of record about the matters to be discussed no later than 30 days before the Case Management Conference.

Your Case Management Conference has been scheduled at the courthouse address shown above on:

Date: 12/10/2024	Time: 8:30 AM	Dept: 26
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NOTICE TO DEFENDANT: THE SETTING OF THE CASE MANAGEMENT CONFERENCE DOES NOT EXEMPT THE DEFENDANT FROM FILING A RESPONSIVE PLEADING AS REQUIRED BY LAW.

Pursuant to California Rules of Court, rules 3.720-3.730, a completed Case Management Statement (Judicial Council form # CM-110) must be filed at least 15 calendar days prior to the Case Management Conference. The Case Management Statement may be filed jointly by all parties/attorneys of record or individually by each party/attorney of record. You must be familiar with the case and be fully prepared to participate effectively in the Case Management Conference.

At the Case Management Conference, the Court may make pretrial orders including the following, but not limited to, an order establishing a discovery schedule; an order referring the case to Alternative Dispute Resolution (ADR); an order reclassifying the case; an order setting subsequent conference and the trial date; or other orders to achieve the goals of the Trial Court Delay Reduction Act (Gov. Code, § 68600 et seq.)

Notice is hereby given that if you do not file the Case Management Statement or appear and effectively participate at the Case Management Conference, the Court may impose sanctions, pursuant to LASC Local Rule 3.37, Code of Civil Procedure sections 177.5, 575.2, 583.150, 583.360 and 583.410, Government Code section 68608, subdivision (b), and California Rules of Court, rule 2.2 et seq.

Dated: 07/31/2024



Elaine Lu
Judicial Officer

CERTIFICATE OF SERVICE Elaine Lu / Judge

I, the below named Executive Officer/Clerk of Court of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the Notice of Case Management Conference upon each party or counsel named below:

☒ by depositing in the United States mail at the courthouse in Los Angeles, California, one copy of the original filed herein in a separate sealed envelope to each address as shown below with the postage thereon fully prepaid.

☐ by personally giving the party notice upon filing of the complaint.

Eleazar D. Kim
910 South Broadway
Los Angeles, CA 90015

David W. Slayton, Executive Officer / Clerk of Court

Dated: 07/31/2024

By A. Munoz
Deputy Clerk

S274625

**IN THE
SUPREME COURT OF CALIFORNIA**

EVERARDO RODRIGUEZ et al.,
Plaintiffs and Appellants,
v.
FCA US, LLC,
Defendant and Respondent.

AFTER A DECISION BY THE COURT OF APPEAL, FOURTH APPELLATE DISTRICT, DIV. TWO
CASE NO. E073766

[PROPOSED] ORDER

IT IS HEREBY ORDERED that, pursuant to the pertinent provisions of Evidence Code sections 452, 453, and 459, and rule 8.252(a) of the California Rules of Court, judicial notice is taken of the complaints in *Zambrano v. Nissan North America, Inc.* and *Birkle v. Nissan North America, Inc.*, true and correct copies of which are attached to FCA's second supplemental motion for judicial notice as exhibits A and B.

Dated:_____

Presiding Justice

PROOF OF SERVICE

Rodriguez et al. v. FCA US, LLC
Case No. S274625

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of Los Angeles, State of California. My business address is 3601 West Olive Avenue, 8th Floor, Burbank, CA 91505-4681.

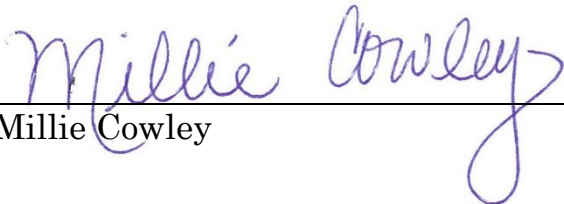
On August 23, 2024, I served true copies of the following document(s) described as **SECOND SUPPLEMENTAL MOTION FOR JUDICIAL NOTICE; MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATION OF SHANE H. MCKENZIE** on the interested parties in this action as follows:

SEE ATTACHED SERVICE LIST

BY E-MAIL OR ELECTRONIC TRANSMISSION: Based on a court order or an agreement of the parties to accept service by e-mail or electronic transmission via Court's Electronic Filing System (EFS) operated by ImageSoft TrueFiling (TrueFiling) as indicated on the attached service list.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on August 23, 2024, at Burbank, California.



Millie Cowley

SERVICE LIST
Rodriguez et al. v. FCA US, LLC
Case No. S274625

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and JUDITH V. ARELLANO

STATE OF CALIFORNIA
Supreme Court of California

PROOF OF SERVICE

STATE OF CALIFORNIA
Supreme Court of California

Case Name: **RODRIGUEZ v. FCA
US**

Case Number: **S274625**

Lower Court Case Number: **E073766**

1. At the time of service I was at least 18 years of age and not a party to this legal action.
2. My email address used to e-serve: **smckenzie@horvitzlevy.com**
3. I served by email a copy of the following document(s) indicated below:

Title(s) of papers e-served:

Filing Type	Document Title
BRIEF	FCA US LLC's Supplemental Brief
MOTION	Second Supplemental Motion for Judicial Notice

Service Recipients:

Person Served	Email Address	Type	Date / Time
Georges Haddad Clark Hill LLP	ghaddad@clarkhill.com	e-Serve	8/23/2024 1:12:19 PM
Joseph Bui Greines, Martin, Stein & Richland LLP 293256	jbui@gmsr.com	e-Serve	8/23/2024 1:12:19 PM
Cynthia Tobisman Greines Martin Stein & Richland LLP 197983	ctobisman@gmsr.com	e-Serve	8/23/2024 1:12:19 PM
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Chris Hsu Greines Martin Stein & Richland LLP	chsu@gmsr.com	e-Serve	8/23/2024 1:12:19 PM
John Taylor Horvitz & Levy LLP 129333	jtaylor@horvitzlevy.com	e-Serve	8/23/2024 1:12:19 PM

This proof of service was automatically created, submitted and signed on my behalf through my agreements with TrueFiling and its contents are true to the best of my information, knowledge, and belief.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

8/23/2024

Date

/s/Shane McKenzie

Signature

McKenzie, Shane (228978)

Last Name, First Name (PNum)

Horvitz & Levy LLP

Law Firm